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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

TERESA MACCLELLAND; KAREN  
UMBERGER; SCOTT WILLITS;  
MICHAEL BRANOM; MOLLY BROWN;  
MICHAEL CARNEY; TIM FRASCH;  
PATRICIA GAGAN; ANNA GUTIERREZ;  
LINDA JENKINS; AUGUSTUS JOHNSON;  
WILLIAM KAUPELIS; MARILYN KAYE;  
JANETTE LISNER; WILLIAM ERIC  
LOUGH; DAVID MASSARO; LOUISE  
MONSOUR; DARLEEN PEREZ;  
GABRIELLE POZZUOLI; VALERIE  
REED; BRUCE SCHRAMM; KERRY  
SHOWALTER; JOHN ST.JARRE; GLORIA  
STERN; EDNA TOY; TERESA TOY; and  
VANESSA WEST;  
For Themselves, As Private Attorneys  
General, and On Behalf Of All Others  
Similarly Situated,

Plaintiffs,

v.

CELLCO PARTNERSHIP D/B/A VERIZON  
WIRELESS; and  
VERIZON COMMUNICATIONS INC.,

Defendants.

Case No. 3:21-cv-08592-EMC

**CLASS ACTION**

**SECOND AMENDED COMPLAINT  
FOR:**

- (1) VIOLATION OF CAL. CIVIL CODE  
§ 1750;**
- (2) VIOLATION OF CAL. BUSINESS &  
PROFESSIONS CODE § 17500;**
- (3) VIOLATION OF CAL. BUSINESS &  
PROFESSIONS CODE § 17200**
- (4) BREACH OF THE IMPLIED  
COVENANT OF GOOD FAITH  
AND FAIR DEALING**

**JURY TRIAL DEMANDED**

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1 Plaintiffs Teresa MacClelland, Karen Umberger, Scott Willits, Michael Branom, Molly  
2 Brown, Michael Carney, Tim Frasch, Patricia Gagan, Anna Gutierrez, Linda Jenkins, Augustus  
3 Johnson, William Kaupelis, Marilyn Kaye, Janette Lisner, William Eric Lough, David  
4 Massaro, Louise Monsour, Darleen Perez, Gabrielle Pozzuoli, Valerie Reed, Bruce Schramm,  
5 Kerry Showalter, John St. Jarre, Gloria Stern, Edna Toy, Teresa Toy, and Vanessa West,  
6 individually, as private attorneys general, and on behalf of all others similarly situated, allege  
7 as follows, on personal knowledge and investigation of their counsel, against Defendants  
8 Cellco Partnership d/b/a Verizon Wireless and Verizon Communications Inc. (hereinafter,  
9 “Verizon” or “Defendants”):

10 **I. INTRODUCTION**

11 1. This case challenges a deceptive pricing scheme perpetrated by Verizon against  
12 its wireless service customers. Verizon prominently advertises particular flat monthly rates for  
13 its postpaid wireless service plans. Then, after customers sign up, Verizon actually charges  
14 higher monthly rates than advertised and promised by padding the bill with an invented and  
15 undisclosed so-called “Administrative Charge.” Verizon unilaterally sets the amount of the so-  
16 called Administrative Charge at its sole discretion. The Administrative Charge is simply a  
17 means for Verizon to charge more per month for the service itself without having to advertise  
18 the higher prices.

19 2. Verizon first began sneaking the Administrative Charge into all of its postpaid  
20 wireless customers’ bills in September 2005, initially at a rate of \$0.40 per month for each  
21 phone line. Since then, Verizon has repeatedly increased the amount of the Administrative  
22 Charge. The current amount of the Administrative Charge is \$1.95 per month for each phone  
23 line—a nearly 5X increase from the original amount of the charge. Verizon has used the  
24 Administrative Charge as a revenue lever to covertly jack up its monthly service prices and to  
25 squeeze its existing subscribers for more cash whenever Verizon desires. To date, Verizon has  
26 improperly collected over \$1 billion in additional charges from its California subscribers  
27 through its Administrative Charge scheme.

28 3. The first time Verizon customers can possibly learn about the existence of the

1 Administrative Charge, or its amount, is on the online version of their monthly billing  
2 statements—which they can only view online, and which they can only access *after* they sign  
3 up for the service and cannot cancel without penalty.

4 4. For those customers who receive a mailed paper bill, Verizon provides no notice  
5 about the amount of the Administrative Charge. There is no line item or listed amount for the  
6 Administrative Charge on the paper bill; the mailed paper bill appears to be an abridged version  
7 of the full online PDF version of the bill.

8 5. For those customers who are signed up for electronic billing and/or Auto Pay  
9 (automatic payment), Verizon gives notification by email or text message only of the total  
10 monthly charge, without listing or disclosing the existence of the Administrative Charge. Only  
11 if those customers then created an online My Verizon profile to connect to their customer  
12 account could the customer login and then view and download the full version of the bill,  
13 which is only available as an online PDF.

14 6. However, even if a customer found and viewed the full PDF version of the bill,  
15 Verizon there deliberately and affirmatively misrepresents the so-called Administrative Charge.  
16 On the full PDF version of the bill, Verizon excludes the Administrative Charge from the  
17 “Monthly charges” section, and instead puts the Administrative Charge in the “Surcharges”  
18 section where Verizon lumps it together with government costs. Even worse, Verizon explicitly  
19 and falsely states that the Administrative Charge is a “Surcharge” imposed on subscribers to  
20 “cover the costs that are billed to us by federal, state or local governments.”

21 7. Thus, by Verizon’s own design, the monthly billing statements (whether printed  
22 or electronic) serve to further Verizon’s scheme and keep customers from realizing they are  
23 being overcharged.

24 8. Meanwhile, on a support page on its website, where it will not be viewed by  
25 customers prior to their purchases, Verizon gives a *different* definition of the Administrative  
26 Charge, claiming it is tied to various of Verizon’s operating costs including telephone company  
27 interconnect charges and network facility and service fees—i.e., the basic costs of providing  
28 wireless service, which a reasonable consumer would expect to be included in the advertised

1 price for the wireless service plan.

2 9. Moreover, the Administrative Charge is *not*, in fact, tied to Verizon's costs such  
3 as interconnect charges and network facility fees. Verizon does not adjust the amount of the  
4 Administrative Charge based on changes to Verizon's costs. Rather, Verizon sets and increases  
5 the amount of the Administrative Charge based on company-wide operating income targets set  
6 by Verizon senior management. Verizon simply uses the Administrative Charge as a revenue  
7 lever to covertly jack up its monthly service prices and to increase its revenues whenever it  
8 desires. This is corroborated by the fact that Verizon has more than doubled the amount of the  
9 monthly Administrative Charge since 2015 (from \$0.95 to \$1.95), while during that same time  
10 period, such costs have actually significantly *decreased* (like interconnection costs).

11 10. Meanwhile, Verizon's failure to include a line item for the Administrative  
12 Charge on its printed bills, and Verizon's false statement on the full PDF version of the bill  
13 (which is only available online) that the Administrative Charge recovers the costs billed to  
14 Verizon by the government, are intended to ensure that customers do not notice or question the  
15 Administrative Charge.

16 11. In all events, Verizon should clearly and accurately state the true monthly prices  
17 for its postpaid wireless service plans in its price representations and advertising. Verizon has  
18 failed to do so, and continues to fail to do so.

19 12. Plaintiffs, by this action, seek a public injunction for the benefit of the general  
20 public to: (1) enjoin Verizon from falsely advertising the prices of its wireless service plans to  
21 members of the general public; (2) enjoin Verizon from advertising or quoting a wireless  
22 service plan price to members of the general public if that price does not include applicable  
23 discretionary monthly service fees or charges, such as the Administrative Charge; and (3)  
24 enjoin Verizon from representing or stating to members of the public that the Administrative  
25 Charge is a tax, a charge imposed to recover costs billed to Verizon by the government, a pass-  
26 through government cost, a government or regulatory fee, or a charge over which Verizon has  
27 no control.

28 13. Plaintiffs further seek, on behalf of themselves and a class of all similarly

1 situated California consumers, restitution and/or damages, pre- and post-judgment interest, and  
2 permanent private injunctive relief. Plaintiffs also seek attorneys' fees and costs.

3 14. To be clear, Plaintiffs are *not* seeking to regulate the existence or amount of the  
4 Administrative Charge. Rather, Plaintiffs want Verizon to include the amount of the  
5 Administrative Charge in the wireless service plan prices it advertises to the general public, and  
6 to honestly and adequately disclose the Administrative Charge and its true nature and basis in  
7 Verizon's billing statements and in Verizon's communications with subscribers.

8 **II. THE PARTIES**

9 15. Plaintiff Teresa MacClelland is a citizen and resident of Eureka, California.

10 16. Plaintiff Karen Umberger is a citizen and resident of Eureka, California.

11 17. Plaintiff Scott Willits is a citizen and resident of Eureka, California.

12 18. Plaintiff Michael Branom is a citizen and resident of Pasadena, California.

13 19. Plaintiff Molly Brown is a citizen and resident of Novato, California.

14 20. Plaintiff Michael Carney is a citizen and resident of Los Angeles, California.

15 21. Plaintiff Tim Frasch is a citizen and resident of Gilroy, California.

16 22. Plaintiff Patricia Gagan is a citizen and resident of Los Angeles, California.

17 23. Plaintiff Anna Gutierrez is a citizen and resident of Whittier, California.

18 24. Plaintiff Linda Jenkins is a citizen and resident of Valencia, California.

19 25. Plaintiff Augustus Johnson is a citizen and resident of Eureka, California.

20 26. Plaintiff William Kaupelis is a citizen and resident of Placentia, California.

21 27. Plaintiff Marilyn Kaye is a citizen and resident of Chatsworth, California.

22 28. Plaintiff Janette Lisner is a citizen and resident of Tarzana, California.

23 29. Plaintiff William Eric Lough is a citizen and resident of Wildomar, California.

24 30. Plaintiff David Massaro is a citizen and resident of Yucaipa, California.

25 31. Plaintiff Louise Monsour is a citizen and resident of Eureka, California.

26 32. Plaintiff Darleen Perez is a citizen and resident of Long Beach, California.

27 33. Plaintiff Gabrielle Pozzuoli is a citizen and resident of Woodland Hills,

28 California.

1           34. Plaintiff Valerie Reed is a citizen and resident of Eureka, California.  
2           35. Plaintiff Bruce Schramm is a citizen and resident of Tarzana, California.  
3           36. Plaintiff Kerry Showalter is a citizen and resident of Newbury Park, California.  
4           37. Plaintiff John St.Jarre is a citizen and resident of Wildomar, California.  
5           38. Plaintiff Gloria Stern is a citizen and resident of Temecula, California.  
6           39. Plaintiff Edna Toy is a citizen and resident of Sacramento, California.  
7           40. Plaintiff Teresa Toy is a citizen and resident of San Bruno, California.  
8           41. Plaintiff Vanessa West is a citizen and resident of Woodland Hills, California.  
9           42. Defendant Cellco Partnership d/b/a Verizon Wireless is a wholly-owned  
10 subsidiary of Verizon Communications Inc., and is chartered under the laws of Delaware, with  
11 its principal place of operations and nerve center in New Jersey.

12           43. Defendant Verizon Communications Inc. is chartered under the laws of  
13 Delaware, with its principal place of operations and nerve center in New Jersey.

14 **III. JURISDICTION AND VENUE**

15           44. **Subject Matter Jurisdiction.** This Court has original jurisdiction over this  
16 action pursuant to 28 U.S.C. § 1332(d)(2) because the amount in controversy, exclusive of  
17 interest and costs, exceeds \$5,000,000, and this is a proposed class action in which there are  
18 members of the proposed Class who are citizens of a state different from the Defendants.

19           45. **Personal Jurisdiction.** This Court has personal jurisdiction over Verizon  
20 because, without limitation, Verizon: (1) has purposely availed itself of the privileges of  
21 conducting business activities in California; (2) currently maintains systematic and continuous  
22 business contacts with California including marketing, selling, and issuing wireless services to  
23 Plaintiffs and other California consumers; and (3) maintains offices and retail locations  
24 throughout California. Verizon has sufficient minimum contacts with California to render the  
25 exercise of jurisdiction by this Court permissible.

26           46. **Venue.** Venue is proper pursuant to 28 U.S.C. §1391 because many of the  
27 Plaintiffs reside in this District (including Plaintiffs Teresa MacClelland, Karen Umberger,  
28 Scott Willits, Molly Brown, Tim Frasch, Augustus Johnson, Louise Monsour, Valerie Reed,



1 and Teresa Toy); many of the acts and transactions giving rise to this action occurred in this  
2 District; Verizon is authorized to conduct business in this District, has intentionally availed  
3 itself of the laws and markets within this District through distribution and sale of its services in  
4 this District, does substantial business in this District, and is subject to personal jurisdiction in  
5 this District.

6 **IV. FACTUAL ALLEGATIONS OF VERIZON'S ADMINISTRATIVE CHARGE**  
7 **SCHEME**

8 47. Verizon falsely advertises its wireless services at lower monthly rates than it  
9 actually charges customers by not disclosing, and not including in the advertised price, a so-  
10 called "Administrative Charge" which Verizon imposes on all postpaid wireless service  
11 customers each month.

12 48. Verizon uses the Administrative Charge to (1) charge more per month for the  
13 service itself without having to advertise the higher prices, and (2) as a way to covertly jack up  
14 the rates of its existing subscribers to extract additional revenue from its subscribers whenever  
15 it desires.

16 **A. The Administrative Charge.**

17 49. The Administrative Charge is a uniform, per-phone line flat charge that Verizon  
18 adds to the monthly bills of all Verizon postpaid wireless service customers across the country.  
19 Verizon unilaterally sets the amount of the Administrative Charge at its sole discretion.

20 50. Verizon first began imposing the Administrative Charge in September 2005, at  
21 an initial rate of \$0.40 per month per phone line. The charge was added to the bills of all  
22 postpaid wireless customers, including customers who had signed up for the services well  
23 before the Administrative Charge even existed. Verizon increased the Administrative Charge to  
24 \$0.70 per month per line in starting in March 2007. Until December 2015, the Administrative  
25 Charge remained under a dollar per month per phone line. In December 2015, Verizon raised  
26 the Administrative Charge from \$0.95 to \$1.23 per month per phone line. Verizon increased the  
27 Administrative Charge to \$1.78 per month per phone line starting in August 2019. Verizon then  
28 raised the Administrative Charge to the current rate of \$1.95 per month per phone line starting

1 in August 2020. Notably, the Administrative Charge has *more than doubled* since December  
2 2015, from \$0.95 to \$1.95 per month per phone line.

3 51. To date, Verizon has improperly collected over \$1 billion in additional charges  
4 from its California subscribers through its Administrative Charge scheme.

5 **B. Verizon Fails to Disclose the Administrative Charge to Customers When**  
6 **They Sign Up.**

7 52. At all relevant times, Verizon has aggressively advertised its postpaid wireless  
8 service plans through pervasive marketing directed at the consuming public in California and  
9 throughout the United States, including via high-profile television, radio, and online  
10 advertisements, and on its website and through materials at its numerous corporate-owned retail  
11 stores and at the stores of third party retailers (e.g., Costco, Best Buy, the Apple Store, and  
12 independent “Verizon Authorized Retailers”) where customers can sign up for Verizon wireless  
13 services.

14 53. In all of these locations and through all of these channels, Verizon consistently  
15 and prominently advertises particular flat monthly prices for its postpaid wireless service plans,  
16 without disclosing or including the Administrative Charge in the advertised price. Neither the  
17 existence nor amount of the Administrative Charge (let alone its true nature or basis) is  
18 disclosed to customers prior to or at the time they sign up for Verizon’s service plans.

19 54. By way of example only, Verizon ran three broad-scale national television  
20 advertisements in 2019, 2020, and 2021 that promoted the price for its postpaid wireless service  
21 plans as \$35 per line per month per line when purchasing four lines.<sup>1</sup> The flat monthly rate was  
22 prominently featured in the advertisements. There was *no asterisk* next to the advertised price,  
23 and the only disclosure language was the phrase “Plus taxes and fees,” below the monthly rate.  
24 The advertisements did not mention the Administrative Charge or what the additional “fees”  
25 were or their amounts. Nor were the viewers directed anywhere to learn about the additional  
26

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27 <sup>1</sup> The 2021 ad can be viewed at: <https://www.youtube.com/watch?v=O9Bh4EJPOKA>.  
28 The 2020 ad can be viewed at: <https://www.youtube.com/watch?v=LFP9zmeS75I>.  
The 2019 ad can be viewed at: <https://www.youtube.com/watch?v=jGBgLCFFVQA>.

1 “fees.”

2 55. As another example, Verizon ran similar broad-scale national television  
3 advertisements in 2017 and 2018 that promoted the price for its postpaid wireless service plans  
4 as \$40 per line per month when purchasing four lines.<sup>2</sup> These ads, too, had no asterisk next to  
5 the advertised price, and the only disclosure language was the phrase “Plus taxes and fees,”  
6 below the monthly rate. The advertisements did not mention the Administrative Charge or what  
7 the additional “fees” were or their amounts. Nor were the viewers directed anywhere to learn  
8 about the additional “fees.”

9 56. The phrase “Plus taxes and fees” does not constitute an adequate disclosure of  
10 the Administrative Charge by Verizon, and is understood by the reasonable consumer to refer  
11 to legitimate taxes and government-related fees passed on by Verizon to its customers.  
12 (Meanwhile, on the customer bill, Verizon labels the Administrative Charge as a “Surcharge”  
13 next to government-related surcharges, and not as a “fee.”) Moreover, the Administrative  
14 Charge is, in fact, simply a disguised double-charge for the service itself.

15 **1. Verizon Fails to Disclose the Administrative Charge In Retail Stores.**

16 57. For years, when a consumer shops for a wireless service plan at a Verizon  
17 corporate-owned store, the consumer is presented with the advertised and quoted monthly  
18 service plan prices, and nothing is disclosed to the consumer about the existence of the  
19 Administrative Charge. The Verizon stores use a uniform sales process in which a sales  
20 representative utilizes a proprietary sales application on an in-store iPad. Verizon does not  
21 disclose the Administrative Charge anywhere during this in-store sign-up process. Verizon  
22 agents only tell customers the monthly plan price during this process (e.g., the “\$80/month  
23 Unlimited plan”), and never mention the \$1.95 per-line so-called “Administrative Charge.”  
24 Customers and prospective customers are not given the option to view the total monthly  
25 charges on the in-store iPad sales application, and sales agents are unaware of (or are trained to  
26

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27 <sup>2</sup> The 2018 ad can be viewed at: [https://www.ispot.tv/ad/dogb/verizon-unlimited-plans-huge-](https://www.ispot.tv/ad/dogb/verizon-unlimited-plans-huge-news-ft-thomas-middleditch)  
28 [news-ft-thomas-middleditch](https://www.ispot.tv/ad/dogb/verizon-unlimited-plans-huge-news-ft-thomas-middleditch).

The 2017 ad can be viewed at: <https://www.youtube.com/watch?v=41lGIXfLfjo>.

1 pretend to be unaware of) details beyond the fact that *taxes* will be charged on top of the  
2 advertised monthly service plan price.

3 58. In fact, the first time consumers can possibly learn about the existence of the  
4 Administrative Charge, or its amount, is on their online monthly billing statement *after* signing  
5 up—but consumers are not provided access to the online billing statement until at least one  
6 week after they sign up for the service and are financially committed to their purchase.

7 59. Customers may also sign up for Verizon wireless service plans at certain  
8 authorized third-party retail stores such as Costco, Apple, Best Buy, Walmart, Target, and  
9 independently-owned “Verizon Authorized Retailers.” The customer experience in these stores  
10 is, in all material respects pertinent to this action, the same as in Verizon corporate-owned  
11 stores. Thus, if a consumer shops for a Verizon wireless service plan at a third-party retailer,  
12 the consumer is presented with the advertised and quoted monthly service plan prices, and  
13 nothing is disclosed to the customer about the Administrative Charge. At these stores, like at  
14 the Verizon corporate-owned stores, the customer purchase process is conducted through a  
15 tablet or other electronic display, the relevant content of which is determined by Verizon and  
16 does not include a disclosure of the Administrative Charge. The pricing information and  
17 disclosures which are provided to customers in third-party stores are provided to the third-party  
18 retailers by Verizon.

19 **2. Verizon Fails to Disclose the Administrative Charge In Telesales or**  
20 **Online Chat Sales.**

21 60. Likewise, Verizon sales and customer service agents have been trained for  
22 years, as a matter of company policy, to present consumers with the advertised flat monthly  
23 prices for its service plans without disclosing the Administrative Charge. If a potential  
24 customer calls Verizon’s customer sales agents, or reaches out via web chat, and asks what if  
25 any other monthly charges will be added, the agents as a matter of company policy falsely say  
26 that the only additions to the advertised prices (besides subscriptions to extra services or  
27 features) are taxes or government-related fees that are outside of Verizon’s control.  
28

3. **Verizon Fails to Disclose the Administrative Charge On Its Website Advertising.**

61. Likewise, for years, Verizon's consumer website has advertised its postpaid wireless service plans by prominently featuring flat monthly prices for its service plans which do not include the amount of the Administrative Charge.

62. For example, when this case was filed, Verizon's website listed five postpaid wireless plan options under its postpaid "Unlimited" plans, and a configurator which showed different prices per line for each plan depending on how many lines (between one and four) the consumer selected. See the screenshot of the Verizon website taken on October 31, 2021 at

Figure 1 below:

Figure 1

**It's Unlimited built right.**

Only pay for what you need and get more of the entertainment you want. Choose your Unlimited plans to mix, match and save.

How many lines do you need?	Start Unlimited	Play More Unlimited	Do More Unlimited	Get More Unlimited	Just Kids
4	Get started with unlimited talk, text and data and never worry about overage charges again.	Our best plan for streaming, with tons of shows, movies and sports and premium network access—all included.	When productivity is your top priority, get it all done with premium data and a discount on a connected device plan.	Experience our ultimate in performance on our best plan with extra features, including more music and entertainment.	Manage screen time, filter content, track location and get Unlimited data on your kid's first phone, so you get peace of mind.
<a href="#">Overview</a> <a href="#">Compare</a>	<b>\$35</b> Per line per month. Plus taxes & fees.	<b>\$45</b> Per line per month. Plus taxes & fees.	<b>\$45</b> Per line per month. Plus taxes & fees.	<b>\$55</b> Per line per month. Plus taxes & fees.	<b>\$35</b> Per line per month. Plus taxes & fees. Requires 1 line on Unlimited.

63. Each of these options is presented as having a flat rate per month. The price does not have an asterisk and the only disclosure language is below the price, stating: "Plus taxes & fees." Customers can click a link directly under those advertised prices to sign up for those services. Neither the existence nor the amount of the Administrative Charge (which is in fact an additional \$1.95 per month per line, e.g., \$7.80 per month for four lines) is disclosed, even though Verizon intends to charge the Administrative Charge and knows its exact amount.

64. The "Plus taxes and fees" language does not constitute an adequate disclosure because a reasonable consumer would understand "taxes and fees" to mean legitimate taxes and

1 government-related fees passed on by Verizon to its customers (as opposed to a disguised  
2 double-charge for the service itself). In fact, throughout the order process and on the final order  
3 page, Verizon displays a line item charge labeled “Taxes and government fees”; the line item  
4 can be expanded (by clicking a “+” sign) to display a list of the component (and legitimate)  
5 taxes and government fees. Thus, a reasonable consumer would assume and understand that  
6 *those* are the taxes and fees to which the phrase “Plus taxes & fees” in Verizon’s ads refers.  
7 (Notably, on the customer bill itself, Verizon labels the Administrative Charge not as a “fee,”  
8 but rather, as a “Surcharge.”) Meanwhile, throughout the online purchase process, Verizon has  
9 no line item which contains or includes the Administrative Charge, and Verizon never includes  
10 the amount of the Administrative Charge in the presented and quoted monthly “Total” price.

11 **C. Verizon Continues to Deceive Customers After They Sign Up.**

12 65. Verizon continues to deceive customers about the Administrative Charge and  
13 the true monthly price of the services, even after they have signed up for the services.

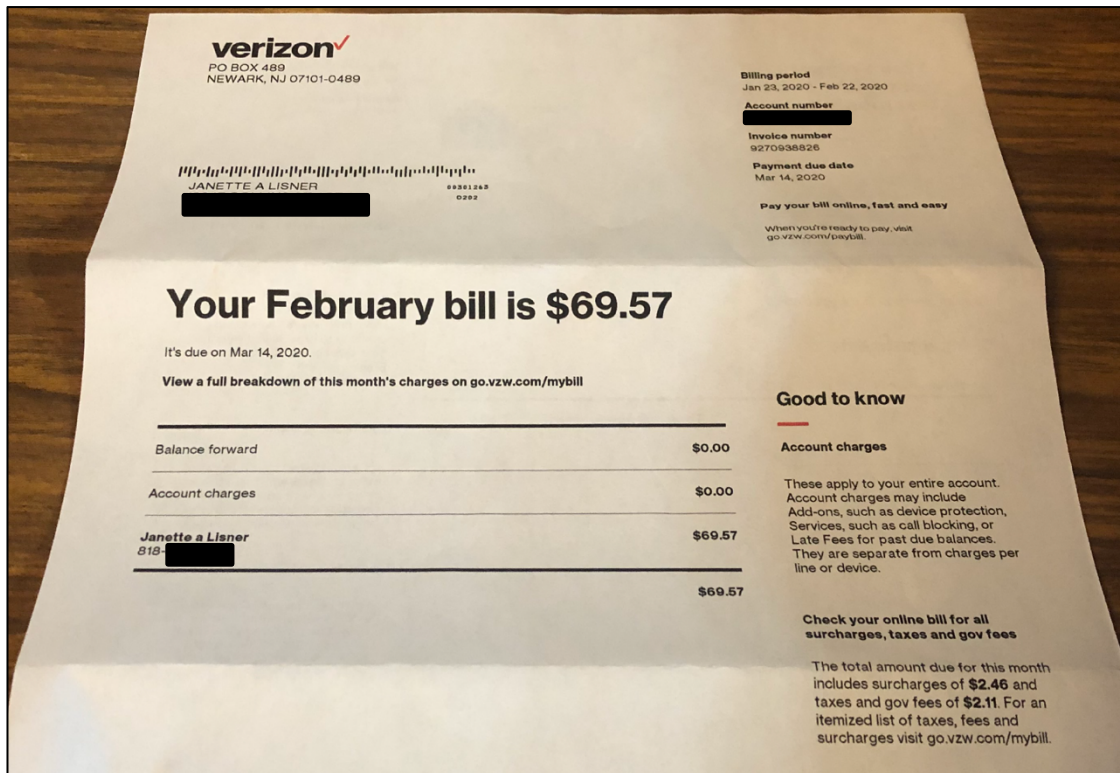
14 66. The first time Verizon customers can possibly learn about the existence of the  
15 Administrative Charge, or its amount, is on the online version of their monthly bills—which  
16 they can *only* view online, and which they can only access *after* they sign up for the service and  
17 cannot cancel without penalty.

18 67. For those customers who receive a mailed paper bill, Verizon provides no notice  
19 whatsoever about the amount of the Administrative Charge. The paper bill does not contain a  
20 line item or listed amount for the Administrative Charge; the mailed paper bill appears to be an  
21 abridged version of the full online PDF version of the bill.

22 68. For example, below (**Figure 2**) is a photo of Page 1 of the paper bill mailed to  
23 Plaintiff Janette Lisner for the billing period January 23, 2020 – February 22, 2020.

1 **Figure 2: Verizon's Mailed Paper Bill**

2 Page 1 of Plaintiff Janette Lisner's February 22, 2020 Bill



15 69. Page 1 of Ms. Lisner's paper bill (above) lists a monthly total charge of \$69.57.

16 On the right side of Page 1 of the bill is a column which contains a sentence that states: "The

17 total amount due for this month includes surcharges of \$2.46 and taxes and gov fees of \$2.11."

18 *Nowhere* on the printed bill is there a further breakdown of the component items of the

19 "surcharges" or "taxes and gov fees" and their individual amounts. *Nowhere* on the bill is there

20 a line item for the Administrative Charge or any information regarding its amount.

21 70. For those customers who are signed up for electronic billing and/or Auto Pay

22 (automatic payment), Verizon gives notification by email or text message of only the total

23 monthly charge, without listing or disclosing the existence of the Administrative Charge. Only

24 if those customers created an online My Verizon profile to connect to their customer account

25 could the customer login and get access to the full PDF version of the bill.

26 71. Even if a customer created a My Verizon profile and took actions to view the

27 electronic version of the bill on the My Verizon app or website, the My Verizon billing center

28 is further designed to hide the Administrative Charge. The default view for the Verizon bill on

1 the My Verizon app or website includes only the total monthly charge, and does not include  
2 any more detail or line items.

3 72. If the customer desired to view the *full* detailed version of the bill (which is  
4 accessible *only* online, and only as a PDF), the customer would need to figure out how to  
5 navigate to and download and view the PDF file of the bill in the My Verizon app or website.

6 73. For those customers who find and view the full PDF bill, Verizon then makes  
7 intentional misrepresentations about its plan prices and the nature of the Administrative  
8 Charge. On the full PDF version of the bill, Verizon excludes the Administrative Charge from  
9 the “Monthly charges” section, and instead puts the Administrative Charge in the “Surcharges”  
10 section where Verizon lumps it together with government costs. **Even worse, Verizon**  
11 **explicitly and falsely states that the Administrative Charge is a “surcharge” imposed on**  
12 **subscribers to “cover the costs that are billed to us by federal, state or local**  
13 **governments.”**

14 74. Below (**Figure 3**) is an image of the first page of Plaintiff Scott Willits’ full  
15 PDF August 2021 bill, which was only available online. There Verizon declares that  
16 “Surcharges” (which is how Verizon labels the Administrative Charge) are to “cover the costs  
17 that are billed to us by federal, state or local governments.” A red box is added to the bill image  
18 below to highlight the relevant text:  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



Figure 3

## Your August bill is \$134.15

It's due on Aug 25, 2021. You have Auto Pay scheduled for Aug 22, 2021.

**4 GB** of 4 GB used in this bill  
**1.41 GB** of 1.41 GB extra used in this bill  
**0.11 GB** data overage used in this bill  
**0.89 GB** carried over to your next bill

Your August bill is \$15.00 higher than last month's. Your August bill of \$134.15 is due on Aug 25, 2021. You can see a full breakdown of all this month's charges on [go.vzw.com/mybill](http://go.vzw.com/mybill).

### Good to know

#### Account charges

These apply to your entire account. Account charges may include Add-ons, such as device protection, Services, such as call blocking, or Late Fees for past due balances. They are separate from charges per line or device.

#### Check your online bill for all surcharges, taxes and gov fees

The total amount due for this month includes surcharges of **\$7.83** and taxes and gov fees of **\$1.32**. For an itemized list of taxes, fees and surcharges visit [go.vzw.com/mybill](http://go.vzw.com/mybill).

#### Surcharges

These cover the costs that are billed to us by federal, state or local governments so we can continue to provide you with the best service. See the full breakdown on [go.vzw.com/mybill](http://go.vzw.com/mybill).

Account charges	\$65.00
Scott Willits 707-██████	\$23.05
Scott Willits 707-██████	\$23.05
Scott Willits 707-██████	\$23.05
	\$134.15

### Balance forward from last bill

Previous balance (through Jul 2)	\$119.15
Payment received - Thank you (Jul 22)	-\$119.15
<b>Total balance forward</b>	<b>\$0.00</b>

75. Below (Figure 4) is the third page of Mr. Willits' same August 2021 bill, where Verizon labels the so-called Administrative Charge as such a "Surcharge," i.e., as a charge imposed on subscribers to recover costs billed to Verizon by the government. A red box is added to highlight the Administrative Charge:

Figure 4

<b>Account Charges</b>		<b>\$65.00</b>
0.89 GB of unused data will carry over to next month (Aug 3 - Sep 2)		
<b>One-time charges and credits</b>		<b>\$15.00</b>
Unused Carryover data from last month expired August 2.	Data Overage - 1 Additional GB At \$15/GB	\$15.00
<b>Monthly charges and credits</b>		<b>\$50.00</b>
You'll be charged a late fee when you don't pay your bill on time. The amount is the greater of \$5 or 1.5% of the unpaid balance, or as allowed by law in the state of your billing address.	The new Verizon Plan Medium 4 GB (Aug 3 - Sep 2)	\$50.00
	4 GB Shared Data, Carryover Data, Unlimited Talk and Text	
<b>Shared data usage</b>		<b>Used/Allowance</b>
All shared lines		5.52 / 5.41 GB
<b>Types of data you used</b>		<b>Used/Allowance</b>
The new Verizon Plan Medium 4 GB		4 / 4 GB
Carryover from last month (Jul 3 - Aug 2)		1.41 / 1.41 GB
Overage		0.11 / 1 GB
<b>Scott Willits</b>		<b>\$23.05</b>
707- [REDACTED]		
<b>SAMSUNG GALAXY S7 BLACK 32GB</b>		
<b>Monthly charges and credits</b>		<b>\$20.00</b>
Smartphone Line Access (Aug 3 - Sep 2)		\$20.00
<b>Surcharges</b>		<b>\$2.61</b>
Fed Universal Service Charge		\$0.45
Regulatory Charge		\$0.21
Administrative Charge		\$1.95
<b>Taxes and gov fees</b>		<b>\$0.44</b>
CA State 911 Surcharge		\$0.30
CA Teleconnect Fund Surchg		\$0.01
CA State High Cost Fund (A)		\$0.01

1           76. As reflected above, Verizon excludes the Administrative Charge from the  
2 “Monthly charges and credits” section of the full PDF bill. Verizon instead disguises the  
3 invented Administrative Charge by putting it in the “Surcharges” section where it is lumped  
4 together with true government costs billed to Verizon such as the “Federal Universal Service  
5 Charge.”

6           77. Verizon’s labeling and description of the Administrative Charge as a  
7 “Surcharge” imposed on subscribers to “cover the costs that are billed to us by federal, state or  
8 local governments” is a false statement of material fact intended to fool its subscribers.

9           78. Notably, on a support page on its website, Verizon gives a *different* definition of  
10 the Administrative Charge, claiming it is charged to “defray” “charges we, or our agents, pay  
11 local telephone companies for delivering calls from our customers to their customers” (i.e.,  
12 interconnect charges) and “fees and assessments on our network facilities and services.” But  
13 interconnect charges and network facility and service fees are the basic costs of providing  
14 wireless service, which a reasonable consumer would expect to be included in the advertised  
15 price for the wireless service plan. To the extent that some part of the Administrative Charge is  
16 used to defray an actual cost imposed on Verizon by a government, that part is minuscule and  
17 immaterial.

18           79. Moreover, the amount of the Administrative Charge that Verizon chooses to  
19 impose is *not*, in fact, tied to Verizon’s costs such as interconnect charges and network facility  
20 and service fees. Verizon does not adjust the amount of the Administrative Charge based on  
21 changes to Verizon’s costs. Rather, Verizon sets and increases the amount of the  
22 Administrative Charge based on company-wide operating income targets set by Verizon senior  
23 management. Verizon uses the Administrative Charge as a revenue lever to covertly jack up its  
24 monthly service prices and to squeeze its existing subscribers for more cash whenever Verizon  
25 desires. This is corroborated by the fact that Verizon has more than doubled the amount of the  
26 monthly Administrative Charge since 2015 (from \$0.95 to \$1.95), while during that same time  
27 period, such costs have actually significantly *decreased* (like interconnection costs).

28           80. Thus, by Verizon’s own design, the monthly billing statements (whether printed

1 or electronic) serve to further Verizon's scheme and keep customers from realizing they are  
2 being overcharged.

3 81. And, because Verizon has increased the Administrative Charge by less than a  
4 dollar each time, if a customer noticed that the bill total was slightly higher than the previous  
5 month, the customer would reasonably assume that the increase was a result of legitimate taxes  
6 and other government-related charges, which customers understand can vary month-to-month.

7 **D. Customers Cannot Cancel Without Penalty.**

8 82. Even if a customer notices the Administrative Charge on the very first bill,  
9 Verizon's stated and posted policies prevent its customers from backing out of the deal without  
10 penalty.<sup>3</sup>

11 83. First, when customers sign up they pay a one-time activation fee of \$35.00 that  
12 is refundable for only three days—well before they receive access to their first monthly bill,  
13 which does not occur until more than a week after they sign up.

14 84. Second, customers who signed up for a two-year service commitment (the  
15 majority of customers until at least 2016) are charged an early termination fee of up to \$350 if  
16 they cancel their service more than 14 days after purchase (again, the customers cannot even  
17 receive notice of their first billing statement until at least a week after signing up). And, even if  
18 a person managed to cancel his or her service within the 14-day period (which required  
19 returning all purchased equipment in that time period), the customer *still* was required to pay  
20 for his or her service through the date of cancellation.

21 85. Third, many customers purchase devices (such as new phones) with their service  
22 plans; indeed, Verizon markets devices and wireless service plans in bundles. The devices can  
23 only be returned to Verizon within the first 30 days after purchase. If customers return a device  
24 within 30 days of purchase, they still must pay a \$50 restocking fee. If they wait longer than 30  
25 days, it is too late, and they are on the hook for the full purchase price of the device.

26 86. Fourth, since approximately 2013, Verizon has offered installment plans to pay

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27 <sup>3</sup> E.g., see Verizon's description of its return policy posted on its website at  
28 <https://www.verizon.com/support/return-policy>, last accessed on October 31, 2021.

1 for new devices that are tied to customers' service plans. Instead of a one-year or two-year  
2 service commitment, most Verizon wireless customers today ostensibly have a month-to-month  
3 service plan but sign 24-month or 30-month installment agreements with Verizon under which  
4 customers pay for their mobile phone (i.e., the device) in monthly installments. For example, a  
5 customer would pay, for an \$800 phone, an equipment "installment" charge of \$33.33 on each  
6 monthly Verizon bill for 24 months. If a customer cancels his or her wireless service plan any  
7 time before the installment plan is paid off, the full outstanding balance of the device becomes  
8 due immediately in a single balloon payment. Even if the customer noticed the Administrative  
9 Charge on his or her very first monthly statement (despite Verizon's efforts to disguise it and to  
10 falsely describe it as a government cost), and the customer thereby immediately chooses to  
11 cancel her service, Verizon will demand that the customer immediately pay the entire  
12 remaining \$800 balance all at once. (If the customer returns the device within the 30-day return  
13 deadline, the customer must still pay the restocking fee mentioned above.) In this way the  
14 installment plan balloon payment is similar to an early termination fee, creating a large  
15 immediate cost to cancelling the Verizon service plan once customers learn the actual monthly  
16 prices of their plans are higher than advertised.

17 87. The activation fee, restocking fee, early termination fee, and installment balloon  
18 payment all function as ways to penalize and deter customers from cancelling after signing up,  
19 and Verizon's policies (including the cancellation/return periods and how they relate to the  
20 timing of the billing statements) are deliberately and knowingly designed by Verizon to lock  
21 customers in if and when they deduce that they are being charged more per month than  
22 advertised.

23 88. Because both the initial amount of the Administrative Charge was less than a  
24 dollar and each of the subsequent increases to the Administrative Charge have been by less  
25 than one dollar each, Verizon knows that customers are unlikely to notice the increased charge  
26 on the total price of their monthly bills. Given that taxes and other government-related charges  
27 can already vary by amounts smaller than one dollar from month to month, Verizon knows that  
28 customers reasonably expect small changes in the total amount billed each month and will not

1 be able to tell that Verizon imposed or increased the Administrative Charge simply by  
2 comparing the total amount billed that month to the total billed in the prior month or months.

3 89. Each time that Verizon has increased the amount of the Administrative Charge,  
4 Verizon has intentionally not identified or disclosed on the first bill containing the increase that  
5 the Administrative Charge is higher than it was in the previous month. Even a customer who  
6 noticed the higher total charge and who then examined the full billing statement would have no  
7 notice that Verizon had increased the amount of the Administrative Charge.

8 90. The only place Verizon mentions to existing customers that it plans to increase  
9 the Administrative Charge is on the monthly billing statement *prior* to the month it is actually  
10 raised, and even then, each time the Administrative Charge was increased, Verizon buried that  
11 inadequate “disclosure” at the very end of the bill, among a mix of information and notices  
12 unrelated to price increases.

13 91. For example, when Verizon increased the Administrative Charge to its current  
14 rate of \$1.95 per month in August 2020, Verizon hid the only mention of the increase at the  
15 very end of the full PDF bill issued *prior* to bill that contained the actual increase. The mention  
16 was buried on this prior bill eleven paragraphs into a seldom-read section titled “Additional  
17 Information.” The first ten paragraphs preceding it were standard paragraphs found in nearly  
18 every monthly bill, and covered arcane topics like “Customer Proprietary Network Information  
19 (CPNI)” and topics irrelevant to most customers. Neither the title of this section nor the first ten  
20 paragraphs would alert customers that a *price increase* would be announced below in the  
21 eleventh paragraph.

22 92. Even if customers noticed that Verizon imposed or increased the Administrative  
23 Charge, they would have to pay penalties at that point if they wanted to cancel their Verizon  
24 service. Verizon has drafted its contractual terms regarding cancellation fees and the like so  
25 that there are no exceptions, meaning these cancellation fees and similar costs would apply no  
26 matter how high Verizon chose to unilaterally increase the Administrative Charge.

27 93. Further, as described above in Section IV(C), Verizon has designed its monthly  
28 billing statements (both paper and electronic) to further Verizon’s scheme and keep customers

1 from realizing they are being overcharged.

2 94. Regardless, Verizon should be including the amount of the Administrative  
3 Charge as part of the advertised monthly price for its service plans, which as discussed herein it  
4 has never done and still does not do. Verizon's failure to do so, in and of itself, constitutes an  
5 unfair and deceptive practice that is actionable under the claims pled herein. Verizon uses the  
6 Administrative Charge to charge more than advertised for its services, and as a lever to covertly  
7 and improperly raise additional cash from its existing customers at Verizon's desire.

8 95. To be clear, Plaintiffs are *not* seeking to regulate the existence or amount of the  
9 Administrative Charge. Rather, Plaintiffs want Verizon to include the amount of the  
10 Administrative Charge in the wireless service plan prices it advertises to the general public, and  
11 to honestly and adequately disclose the Administrative Charge and its true nature and basis in  
12 Verizon's bills and in Verizon's communications with its subscribers.

13 **V. PLAINTIFFS' FACTUAL ALLEGATIONS**

14 **Plaintiff Teresa MacClelland**

15 96. Plaintiff Teresa MacClelland is, and at all relevant times has been, a citizen and  
16 resident of Eureka, California.

17 97. Ms. MacClelland has been a continuous Verizon postpaid wireless customer  
18 since at least 2008. She initially signed up on or around 2008 for Verizon postpaid wireless  
19 service for her family in a Verizon corporate-owned store located in Eureka, California. She  
20 signed up for two-year service contracts for four phones for herself, her husband, and her two  
21 children. She also purchased four new phones along with the service contracts, as part of a  
22 bundle.

23 98. When Ms. MacClelland purchased her wireless service plan for the four phone  
24 lines, Verizon prominently advertised and quoted, to Ms. MacClelland and the public, that the  
25 plan would cost a particular monthly price. Verizon did not disclose to Ms. MacClelland, at any  
26 time before or when she signed up, that Verizon would charge her the Administrative Charge  
27 on top of the advertised and promised monthly price.

28 99. Verizon charged Ms. MacClelland an Administrative Charge of \$0.70 per month

1 per line beginning on her first bill. Ms. MacClelland did not receive notice or adequate notice  
2 that the Administrative Charge would be charged or regarding the true nature or basis of the  
3 charge.

4 100. Verizon has continued to charge Ms. MacClelland an Administrative Charge on  
5 each of her four phone lines every month from 2008 through the present.

6 101. During that time, Verizon has increased the amount of the Administrative  
7 Charge charged to Ms. MacClelland several times. Until December 2015, the Administrative  
8 Charge remained under a dollar per line each month. In December 2015, Verizon increased the  
9 Administrative Charge from \$0.95 to \$1.23 per line each month (totaling \$4.92 per month for  
10 all four phone lines). In August 2019, Verizon raised the Administrative Charge to \$1.78 per  
11 line each month (totaling \$7.12 per month for all four phone lines). In August 2020, Verizon  
12 once again increased the Administrative Charge, this time to \$1.95 per line each month  
13 (totaling \$7.80 per month for all four phone lines), which is the current amount as of this filing.

14 102. Through its imposition of the Administrative Charge, Verizon has for 13 years  
15 charged Ms. McClelland a higher price for her service plans each month than Verizon  
16 advertised and that she was promised and expected to pay.

17 103. Since 2008, Ms. MacClelland has changed her Verizon service plan for the four  
18 phone lines a few times. Ms. MacClelland has also purchased approximately a dozen or so  
19 mobile phones over the years from Verizon for the four phone lines, typically once every  
20 couple of years. Prior to 2014, Ms. McClelland would commit to 2-year service contracts with  
21 Verizon each time she purchased a mobile phone. On or after 2014, Ms. MacClelland typically  
22 purchased new phones from Verizon on 24-payment device installment plans.

23 104. Ms. MacClelland last updated her wireless service plan on or around 2016, at  
24 the same time that she purchased two Google Pixel 1 phones on 24-payment device installment  
25 plans. On or around 2019, Ms. MacClelland replaced her Google Pixel 1 phones with new  
26 Google Pixel 3 phones, purchasing them on 24-payment device installment plans, but she did  
27 not update her service plan at that time.

28 105. Each and every time since 2008 that Ms. MacClelland changed her wireless



1 service plan or purchased a new mobile phone, she did so in person at the Verizon corporate-  
2 owned store located in Eureka, California.

3 106. Each and every time that Ms. MacClelland changed her wireless service plan,  
4 Verizon prominently advertised and quoted, to Ms. MacClelland and the public, a particular  
5 monthly price for the wireless service plan, and did not disclose the Administrative Charge.  
6 The price that Verizon quoted and stated to Ms. MacClelland did not include the  
7 Administrative Charge, nor did it reflect the true total amount she would be charged each  
8 month (inclusive of the Administrative Charge, which Verizon charged on each of her lines).  
9 Nor did Verizon disclose that the total price would or might increase as a result of increases to  
10 the Administrative Charge. Likewise, each time that Ms. MacClelland purchased a new mobile  
11 phone from Verizon, at no point before or during the process was the Administrative Charge  
12 disclosed to her.

13 107. In particular, since approximately 2015 or so, each time Ms. MacClelland  
14 visited the Verizon corporate-owned store in Eureka to change or update her wireless service  
15 plan, a Verizon salesperson utilized a proprietary sales process on an iPad. During this in-store  
16 process, Verizon represented the monthly price she would pay for the service, and Ms.  
17 MacClelland reasonably relied upon that representation. During this process, Verizon never  
18 disclosed the existence of, let alone the amount of, the Administrative Charge. The monthly  
19 price that Verizon quoted and represented did not include the Administrative Charge, nor did it  
20 reflect the true total amount she would be charged each month (inclusive of the Administrative  
21 Charge).

22 108. For many years, Ms. MacClelland has been signed up for electronic billing, as  
23 Verizon encouraged her to do. Each month, Ms. MacClelland receives an email notification  
24 from Verizon informing her that her monthly service bill is ready and stating only the total  
25 dollar amount of the bill. Ms. MacClelland then clicks on a link on the email to log into her My  
26 Verizon account to pay the bill. As alleged above, Verizon's electronic billing, the My Verizon  
27 online billing center and payment process, and the full online PDF version of the bill are  
28 deliberately designed in a manner to hide and disguise the Administrative Charge. Verizon's

1 monthly electronic billing process and monthly statements did not inform or adequately  
2 disclose to Ms. MacClelland that Verizon was adding an Administrative Charge to her bill each  
3 month or disclose the true nature or basis of the charge.

4 109. Ms. MacClelland did not learn of the Administrative Charge's existence until it  
5 was brought to her attention by her counsel in August 2021.

6 110. When Ms. MacClelland agreed to purchase her Verizon service plans, she was  
7 relying on Verizon's prominent representations, in each instance, regarding the monthly price  
8 of the service plans. Ms. MacClelland did not expect (and she was never told) that Verizon  
9 would actually charge her a so-called Administrative Charge on top of the advertised service  
10 plan price or that the true price of the services would include an additional Administrative  
11 Charge for each phone line which Verizon could and would increase at its desire. That  
12 information would have been material to her. Had she known that information she would not  
13 have been willing to pay as much for her plans and would have acted differently.

14 111. Ms. MacClelland has a legal right to rely now, and in the future, on the  
15 truthfulness and accuracy of Verizon's representations and advertisements regarding its  
16 wireless service plan prices. Ms. MacClelland believes that she was given the services Verizon  
17 promised her—just not at the price Verizon promised and advertised to her.

18 112. Ms. MacClelland remains a Verizon postpaid wireless customer as of this filing.  
19 Ms. MacClelland does not have feasible options other than Verizon for good wireless service  
20 coverage in her geographic area in Eureka, California. Ms. MacClelland desires to sign up for  
21 different Verizon postpaid wireless service plans and Verizon device installment plans in the  
22 future. However, Ms. MacClelland wants to be confident that the advertised and quoted price  
23 for Verizon's service plans is the true and full price for the services (i.e., that it includes all  
24 applicable discretionary monthly service charges such as the Administrative Charge). And, if  
25 Verizon introduces any new or invented discretionary monthly service charge (like it did with  
26 the Administrative Charge), Ms. MacClelland wants to be confident that Verizon will include  
27 the amount of that service charge in the advertised and quoted service plan price.  
28 Ms. MacClelland will be harmed if, in the future, she is left to guess as to whether Verizon's

1 representations are accurate and whether there are omissions of material facts regarding the  
2 wireless service plans being advertised and represented to her.

3 **Plaintiff Karen Umberger**

4 113. Plaintiff Karen Umberger is, and at all relevant times has been, a citizen and  
5 resident of Eureka, California.

6 114. Ms. Umberger has been a continuous Verizon postpaid wireless customer since  
7 at least 2007. She initially signed up on or around 2007 for Verizon postpaid wireless service  
8 for at least two phone lines in a Verizon store located in Fortuna, California. She signed up for  
9 two-year service contracts for the phone lines. She also purchased new phones for each line  
10 along with the service contracts, as part of a bundle.

11 115. When Ms. Umberger purchased her wireless service plan for the phone lines,  
12 Verizon prominently advertised and quoted, to Ms. Umberger and the public, that the plan  
13 would cost a particular monthly price. Verizon did not disclose to Ms. Umberger, at any time  
14 before or when she signed up, that Verizon would charge her the Administrative Charge on top  
15 of the advertised and promised monthly price.

16 116. Verizon charged Ms. Umberger an Administrative Charge beginning on her very  
17 first bill. Ms. Umberger did not receive notice or adequate notice that the Administrative  
18 Charge would be charged or regarding the true nature or basis of the charge.

19 117. Verizon has continued to charge Ms. Umberger an Administrative Charge every  
20 month from 2007 through the present.

21 118. During that time, Verizon has increased the amount of the Administrative  
22 Charge charged to Ms. Umberger several times. Until December 2015, the Administrative  
23 Charge remained under a dollar per month per line. In December 2015, Verizon increased the  
24 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
25 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon  
26 increased the Administrative Charge to \$1.95 per line each month, which is the current amount  
27 as of this filing.

28 119. Through its imposition of the Administrative Charge, Verizon has for 14 years

1 charged Ms. Umberger a higher price for her service plans each month than Verizon advertised  
2 and that she was promised and expected to pay.

3 120. Since 2007, Ms. Umberger has changed her Verizon plan a few times.  
4 Ms. Umberger has also purchased several mobile phones over the years from Verizon, typically  
5 one for each phone line every couple of years. Prior to 2014, Ms. Umberger would commit to  
6 2-year service contracts to Verizon each time she purchased a mobile phone. On or after 2014,  
7 Ms. Umberger typically purchased new phones from Verizon on 24-payment device installment  
8 plans. For most of this period, Ms. Umberger has had multiple phone lines on each of her  
9 Verizon service plans. More recently, since approximately 2016, Ms. Umberger has had a  
10 single phone line with Verizon.

11 121. Nearly every time since 2007 that Ms. Umberger changed her wireless service  
12 plan or purchased a new mobile phone, she did so in person at the Verizon corporate-owned  
13 store located in Eureka, California. The only exception that she can recall was in 2021 when  
14 she purchased a new phone and changed her service plan over the phone with a Verizon  
15 telephone agent.

16 122. Each and every time that Ms. Umberger changed her wireless service plan,  
17 Verizon prominently advertised and quoted, to Ms. Umberger and the public, a particular  
18 monthly price for the wireless service plan, and did not disclose the Administrative Charge.  
19 The price that Verizon quoted and stated did not include the Administrative Charge, nor did it  
20 reflect the true total amount she would be charged each month (inclusive of the Administrative  
21 Charge, which Verizon charged on each of her lines). Nor did Verizon disclose that the total  
22 price would or might increase as a result of increases to the Administrative Charge. Likewise,  
23 each time that Ms. Umberger purchased a new mobile phone from Verizon, at no point before  
24 or during the process was the Administrative Charge disclosed to her.

25 123. In particular, since approximately 2015 or so, each time Ms. Umberger visited  
26 the Verizon store in Eureka to change or update her wireless service plan, a Verizon  
27 salesperson utilized a proprietary sales process on an iPad. During this in-store process,  
28 Verizon represented the monthly price she would pay for the service, and Ms. Umberger

1 reasonably relied upon that representation. During this process, Verizon never disclosed the  
2 existence of, let alone the amount of, the Administrative Charge. The monthly price that  
3 Verizon quoted and represented did not include the Administrative Charge, nor did it reflect the  
4 true total amount she would be charged each month (inclusive of the Administrative Charge).

5 124. Ms. Umberger has been signed up for electronic billing and Auto Pay for at least  
6 the past ten years, as Verizon encouraged her to do. Through this billing process,  
7 Ms. Umberger receives a monthly Verizon billing email which states her bill total and informs  
8 her that her bill will be automatically paid by the payment due date because she has Auto Pay.  
9 Verizon's Auto Pay feature discourages customers from reviewing their monthly bill.  
10 Meanwhile, as alleged above, Verizon's electronic billing, the My Verizon online billing center  
11 and payment process, and the full online PDF monthly billing statements are deliberately  
12 designed in a manner to hide and disguise the Administrative Charge. Verizon's monthly  
13 electronic billing process and monthly statements did not inform or adequately disclose to Ms.  
14 Umberger that Verizon was adding an Administrative Charge to her bill each month or disclose  
15 the true nature or basis of the charge.

16 125. Ms. Umberger did not learn of the Administrative Charge's existence until it  
17 was brought to her attention by her counsel in August 2021.

18 126. In or around late September 2021, Ms. Umberger's iPhone 8 stopped working  
19 correctly and she called Verizon to purchase a new mobile phone. The telephone agent she  
20 spoke to sold her a new iPhone on a 24-month installment plan, and told Ms. Umberger that she  
21 also needed to change her service plan to one of Verizon's new "Unlimited" plans, which Ms.  
22 Umberger did. The telephone agent never disclosed the Administrative Charge, and the  
23 monthly price for the "Unlimited" plan that the agent quoted and represented did not include  
24 the Administrative Charge, nor did it reflect the true total amount Ms. Umberger would be  
25 charged each month (inclusive of the Administrative Charge) under the new service plan. If  
26 Ms. Umberger were to cancel her Verizon wireless service before the installment payments for  
27 the new iPhone are complete, she would have to pay the full remaining balance immediately in  
28 a single balloon payment.

1           127. When Ms. Umberger agreed to purchase her Verizon service plans, she was  
2 relying on Verizon's prominent representations, in each instance, regarding the monthly price  
3 of the service plans. Ms. Umberger did not expect (and she was never told) that Verizon would  
4 actually charge her a so-called Administrative Charge on top of the advertised service plan  
5 price or that the true price of the services would include an additional Administrative Charge  
6 for each phone line which Verizon could and would increase at its desire. That information  
7 would have been material to her. Had she known that information she would not have been  
8 willing to pay as much for her plans and would have acted differently.

9           128. Ms. Umberger has a legal right to rely now, and in the future, on the truthfulness  
10 and accuracy of Verizon's representations and advertisements regarding its wireless service  
11 plan prices. Ms. Umberger believes that she was given the services Verizon promised her—just  
12 not at the price Verizon promised and advertised to her.

13           129. Ms. Umberger remains a Verizon postpaid wireless customer as of this filing.  
14 Ms. Umberger does not have feasible options other than Verizon for good wireless service  
15 coverage in her geographic area in Eureka, California. Ms. Umberger desires to sign up for  
16 different Verizon postpaid wireless service plans and Verizon device installment plans in the  
17 future. However, Ms. Umberger wants to be confident that the advertised and quoted price for  
18 Verizon's service plans is the true and full price for the services (i.e., that it includes all  
19 applicable discretionary monthly service charges such as the Administrative Charge). And, if  
20 Verizon introduces any new or invented discretionary monthly service charge (like it did with  
21 the Administrative Charge), Ms. Umberger wants to be confident that Verizon will include the  
22 amount of that service charge in the advertised and quoted service plan price. Ms. Umberger  
23 will be harmed if, in the future, she is left to guess as to whether Verizon's representations are  
24 accurate and whether there are omissions of material facts regarding the wireless service plans  
25 being advertised and represented to her.

26 **Plaintiff Scott Willits**

27           130. Plaintiff Scott Willits is, and at all relevant times has been, a citizen and resident  
28 of Eureka, California.

1           131. Mr. Willits has been a continuous Verizon postpaid wireless customer for over 9  
2 years. On or around 2012, Mr. Willits first signed up with Verizon for a postpaid wireless  
3 service plan for three phone lines at the Verizon kiosk at his local Costco store. When he signed  
4 up, he agreed to a two-year service contract. He also purchased two new phones—one for him  
5 and one for his wife—along with the service contract, as part of a bundle.

6           132. To sign up for the service plan and the three phone lines, Mr. Willits completed  
7 a Verizon-created process at the Costco store. When Mr. Willits purchased the wireless service  
8 plan, Verizon prominently advertised and quoted, to Mr. Willits and the public, that the plan  
9 would cost a particular monthly price. During this Verizon-created process at the Costco store,  
10 Verizon represented the monthly price he would pay for the service, and Mr. Willits reasonably  
11 relied upon that representation. During this process, Verizon never disclosed the existence of,  
12 let alone the amount of, the Administrative Charge. The monthly price that Verizon quoted and  
13 represented did not include the Administrative Charge, nor did it reflect the true total amount  
14 he would be charged each month (inclusive of the Administrative Charge). Nor did Verizon  
15 disclose that the total monthly price would or might increase as a result of increases to the  
16 Administrative Charge.

17           133. Mr. Willits's first Verizon bill included an Administrative Charge for each of his  
18 three phone lines. Verizon has continued to charge Mr. Willits an Administrative Charge each  
19 month for all three phone lines from 2012 to the present. Initially, the Administrative Charge  
20 for each phone line was less than a dollar per line per month. However, in December 2015,  
21 Verizon increased the Administrative Charge from \$0.95 to \$1.23 per line each month (totaling  
22 \$3.69 a month for all three phone lines). In August 2019, Verizon raised the Administrative  
23 Charge to \$1.78 per line each month (totaling \$5.34 a month for all three phone lines). In  
24 August 2020, Verizon increased the Administrative Charge to \$1.95 per line each month  
25 (totaling \$5.85 a month for all three phone lines), which is the current amount as of this filing.

26           134. Through its imposition of the Administrative Charge, Verizon has for 9 years  
27 charged Mr. Willits a higher price for his service plans each month than Verizon advertised and  
28 that he was promised and expected to pay.

1           135. In 2014, Mr. Willits went back to the Verizon kiosk at his local Costco to  
2 purchase two new Samsung Galaxy S5 phones and to update his service plan. When he  
3 purchased the phones and updated his plan, he agreed to a two-year service contract for each  
4 phone. Again, when Mr. Willits purchased the wireless service plan pursuant to a Verizon-  
5 created process at the Costco store, Verizon prominently advertised and quoted, to Mr. Willits  
6 and the public, that the plan would cost a particular monthly price. Again, during this process,  
7 Verizon never disclosed the existence of, let alone the amount of, the Administrative Charge.  
8 Again, the monthly price that Verizon quoted and represented did not include the  
9 Administrative Charge, nor did it reflect the true total amount he would be charged each month  
10 (inclusive of the Administrative Charge). Again, Verizon did not disclose that the total monthly  
11 price would or might increase as a result of increases to the Administrative Charge—and in fact  
12 Verizon did increase the Administrative Charge in the middle of his supposedly fixed-rate  
13 contract, in December 2015, from \$0.95 to \$1.23 per month per line.

14           136. In 2016, Mr. Willits went back to the Verizon kiosk at his local Costco to  
15 purchase a new phone and to update his Verizon service plan. Mr. Willits purchased a new  
16 Samsung Galaxy S7 on a 24-payment device installment plan. Again, when Mr. Willits updated  
17 his wireless service plan pursuant to a Verizon-created process at the Costco store, Verizon  
18 prominently advertised and quoted, to Mr. Willits and the public, that the plan would cost a  
19 particular monthly price. Again, during this process, Verizon never disclosed the existence of,  
20 let alone the amount of, the Administrative Charge. Again, the monthly price that Verizon  
21 quoted and represented did not include the Administrative Charge, nor did it reflect the true  
22 total amount he would be charged each month (inclusive of the Administrative Charge).

23           137. Mr. Willits has been signed up for electronic billing and Auto Pay for at least the  
24 past four years, as Verizon encouraged him to do. Through this billing process, Mr. Willits  
25 receives a monthly Verizon billing email which states his bill total and informs him that his bill  
26 will be automatically paid by the payment due date because he has Auto Pay. Verizon's Auto  
27 Pay feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged  
28 above, Verizon's electronic billing, the My Verizon online billing center and payment process,



1 and the full online PDF monthly billing statements are deliberately designed in a manner to  
2 hide and disguise the Administrative Charge. Verizon's monthly electronic billing process and  
3 monthly statements did not inform or adequately disclose to Mr. Willits that Verizon was  
4 adding an Administrative Charge to his bill each month or disclose the true nature or basis of  
5 the charge.

6 138. Mr. Willits did not learn of the Administrative Charge's existence until it was  
7 brought to his attention by his counsel in August 2021.

8 139. When Mr. Willits agreed to purchase his Verizon service plans, he was relying  
9 on Verizon's prominent representations, in each instance, regarding the monthly price of the  
10 service plans. Mr. Willits did not expect (and he was never told) that Verizon would actually  
11 charge him a so-called Administrative Charge on top of the advertised service plan price or that  
12 the true price of the services would include an additional Administrative Charge which Verizon  
13 could and would increase at its desire. That information would have been material to him. Had  
14 he known that information he would not have been willing to pay as much for his plans and  
15 would have acted differently.

16 140. Mr. Willits has a legal right to rely now, and in the future, on the truthfulness  
17 and accuracy of Verizon's representations and advertisements regarding its wireless service  
18 plan prices. Mr. Willits believes that he was given the services Verizon promised him—just not  
19 at the price Verizon promised and advertised to him.

20 141. Mr. Willits remains a Verizon postpaid wireless customer as of this filing.  
21 Mr. Willits does not have feasible options other than Verizon for good wireless service  
22 coverage in his geographic area in Eureka, California. Mr. Willits desires to sign up for  
23 different Verizon postpaid wireless service plans and Verizon device installment plans in the  
24 future. However, Mr. Willits wants to be confident that the advertised and quoted price for  
25 Verizon's service plans is the true and full price for the services (i.e., that it includes all  
26 applicable discretionary monthly service charges such as the Administrative Charge). And, if  
27 Verizon introduces any new or invented discretionary monthly service charge (like it did with  
28 the Administrative Charge), Mr. Willits wants to be confident that Verizon will include the

1 amount of that service charge in the advertised and quoted service plan price. Mr. Willits will  
2 be harmed if, in the future, he is left to guess as to whether Verizon's representations are  
3 accurate and whether there are omissions of material facts regarding the wireless service plans  
4 being advertised and represented to him.

5 **Plaintiff Michael Branom**

6 142. Plaintiff Michael Branom is a citizen and resident of Pasadena, California.

7 143. Mr. Branom has been a continuous Verizon postpaid wireless customer since  
8 2015, when he purchased a phone and signed up for one line of postpaid service in a Verizon  
9 corporate-owned store in Tempe, Arizona.

10 144. When Mr. Branom purchased the phone and wireless service plan, Verizon  
11 prominently advertised and quoted, to Mr. Branom and the public, that the plan would cost a  
12 particular monthly price. Verizon did not disclose to Mr. Branom, at any time before or when  
13 he signed up, that Verizon would charge him the Administrative Charge on top of the  
14 advertised and promised monthly price.

15 145. Verizon charged Mr. Branom an Administrative Charge beginning on his very  
16 first bill. Mr. Branom did not receive notice or adequate notice that the Administrative Charge  
17 would be charged or regarding the true nature or basis of the charge.

18 146. Verizon has continued to charge Mr. Branom an Administrative Charge every  
19 month from 2015 through the present.

20 147. During that time, Verizon has increased the amount of the Administrative  
21 Charge charged to Mr. Branom several times. Until December 2015, the Administrative Charge  
22 remained under a dollar per line each month. In December 2015, Verizon increased the  
23 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
24 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon  
25 increased the Administrative Charge to \$1.95 per line each month, which is the current amount  
26 as of this filing.

27 148. Through its imposition of the Administrative Charge, Verizon has for 7 years  
28 charged Mr. Branom a higher price for his service plans each month than Verizon advertised

1 and that he was promised and expected to pay.

2 149. Mr. Branom has changed his Verizon plan once. On or around April 2018, Mr.  
3 Branom visited a Verizon corporate-owned store in Pasadena, California, where he changed his  
4 wireless plan and added a second postpaid line for his wife. At that time Mr. Branom also  
5 purchased new phones for himself and his wife. Mr. Branom entered into a 24-payment device  
6 installment plan for each of the two phones. While at the Pasadena Verizon store, a Verizon  
7 salesperson utilized a proprietary sales process on an iPad. During this in-store process,  
8 Verizon represented the monthly price he would pay for the service, and Mr. Branom  
9 reasonably relied upon that representation. During this process, Verizon never disclosed the  
10 existence of, let alone the amount of, the Administrative Charge. The monthly price that  
11 Verizon quoted and represented did not include the Administrative Charge, nor did it reflect the  
12 true total amount he would be charged each month (inclusive of the Administrative Charge).  
13 Similarly, when Mr. Branom purchased the two new mobile phones during that April 2018  
14 Verizon store visit, at no point before or during the process was the Administrative Charge  
15 disclosed to him.

16 150. Mr. Branom has been signed up for electronic billing and Auto Pay for the past  
17 few years, as Verizon encouraged him to do. Through this billing process, Mr. Branom receives  
18 a monthly Verizon text message which states his bill total and informs him that his bill will be  
19 automatically paid by the payment due date because he has Auto Pay. Verizon's Auto Pay  
20 feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged above,  
21 Verizon's electronic billing, the My Verizon online billing center and payment process, and the  
22 full online PDF monthly billing statements are deliberately designed in a manner to hide and  
23 disguise the Administrative Charge. Verizon's monthly electronic billing process and monthly  
24 statements did not inform or adequately disclose to Mr. Branom that Verizon was adding an  
25 Administrative Charge to his bill each month or disclose the true nature or basis of the charge.

26 151. Mr. Branom did not learn of the Administrative Charge's existence until it was  
27 brought to his attention by his counsel in December 2021.

28 152. When Mr. Branom agreed to purchase his Verizon service plans, he was relying

1 on Verizon's prominent representations, in each instance, regarding the monthly price of the  
2 service plans. Mr. Branom did not expect (and he was never told) that Verizon would actually  
3 charge him a so-called Administrative Charge on top of the advertised service plan price or that  
4 the true price of the services would include an additional Administrative Charge for each phone  
5 line which Verizon could and would increase at its desire. That information would have been  
6 material to him. Had he known that information he would not have been willing to pay as much  
7 for his plans and would have acted differently.

8 153. Mr. Branom has a legal right to rely now, and in the future, on the truthfulness  
9 and accuracy of Verizon's representations and advertisements regarding its wireless service  
10 plan prices. Mr. Branom believes that he was given the services Verizon promised him—just  
11 not at the price Verizon promised and advertised to him.

12 154. Mr. Branom remains a Verizon postpaid wireless customer as of this filing.  
13 Mr. Branom desires to sign up for different Verizon postpaid wireless service plans and  
14 Verizon device installment plans in the future. However, Mr. Branom wants to be confident  
15 that the advertised and quoted price for Verizon's service plans is the true and full price for the  
16 services (i.e., that it includes all applicable discretionary monthly service charges such as the  
17 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly  
18 service charge (like it did with the Administrative Charge), Mr. Branom wants to be confident  
19 that Verizon will include the amount of that service charge in the advertised and quoted service  
20 plan price. Mr. Branom will be harmed if, in the future, he is left to guess as to whether  
21 Verizon's representations are accurate and whether there are omissions of material facts  
22 regarding the wireless service plans being advertised and represented to him.

23 **Plaintiff Molly Brown**

24 155. Plaintiff Molly Brown is, and at all relevant times has been, a citizen and  
25 resident of Novato, California.

26 156. Ms. Brown has been a continuous Verizon postpaid wireless customer since at  
27 least 2014. She initially signed up for Verizon postpaid wireless service for one line in a  
28 Verizon corporate-owned store located in Novato, California, and she purchased a new phone

1 from Verizon at the same time.

2 157. When Ms. Brown purchased her wireless service plan, Verizon prominently  
3 advertised and quoted, to Ms. Brown and the public, that the plan would cost a particular  
4 monthly price. Verizon did not disclose to Ms. Brown, at any time before or when she signed  
5 up, that Verizon would charge her the Administrative Charge on top of the advertised and  
6 promised monthly price.

7 158. Verizon charged Ms. Brown an Administrative Charge beginning on her first  
8 bill. Ms. Brown did not receive notice or adequate notice that the Administrative Charge would  
9 be charged or regarding the true nature or basis of the charge.

10 159. Verizon has continued to charge Ms. Brown an Administrative Charge every  
11 month from her first bill through the present.

12 160. During that time, Verizon has increased the amount of the Administrative  
13 Charge charged to Ms. Brown several times. Until December 2015, the Administrative Charge  
14 remained under a dollar per line each month. In December 2015, Verizon increased the  
15 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
16 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once  
17 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the  
18 current amount as of this filing.

19 161. Through its imposition of the Administrative Charge, Verizon has for 7 years  
20 charged Ms. Brown a higher price for her service plans each month than Verizon advertised  
21 and that she was promised and expected to pay.

22 162. Ms. Brown has changed her Verizon service plan a few times over the years,  
23 including to add three more lines for her two children and her husband. Ms. Brown has also  
24 purchased several mobile phones over the years from Verizon. Each time Ms. Brown purchased  
25 a new phone from Verizon, she entered into a 24-payment device installment plan for the  
26 device. Currently, Ms. Brown is on a 24-payment device installment plan for her iPhone 12.

27 163. Most times since 2014 that Ms. Brown changed her wireless service plan or  
28 purchased a new mobile phone, she did so in person at the Verizon corporate-owned store

1 located in Novato, California. However, in 2019, Ms. Brown went to the Verizon kiosk at her  
2 local Target to purchase new phones for her children. And in 2020, Ms. Brown visited  
3 Verizon's website to purchase her iPhone 12.

4 164. Each and every time that Ms. Brown changed her wireless service plan, Verizon  
5 prominently advertised and quoted, to Ms. Brown and the public, a particular monthly price for  
6 the wireless service plan, and did not disclose the Administrative Charge. The price that  
7 Verizon quoted and stated to Ms. Brown did not include the Administrative Charge, nor did it  
8 reflect the true total amount she would be charged each month (inclusive of the Administrative  
9 Charge). Nor did Verizon disclose that the total price would or might increase as a result of  
10 increases to the Administrative Charge. Likewise, each time that Ms. Brown purchased a new  
11 mobile phone from Verizon or Target, at no point before or during the process was the  
12 Administrative Charge disclosed to her.

13 165. Ms. Brown has been signed up for electronic billing and Auto Pay for the past  
14 few years, as Verizon encouraged her to do. Through this billing process, Ms. Brown receives a  
15 monthly Verizon billing email which states her bill total and informs her that her bill will be  
16 automatically paid by the payment due date because she has Auto Pay. Verizon's Auto Pay  
17 feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged above,  
18 Verizon's electronic billing, the My Verizon online billing center and payment process, and the  
19 full online PDF monthly billing statements are deliberately designed in a manner to hide and  
20 disguise the Administrative Charge. Verizon's monthly electronic billing process and monthly  
21 statements did not inform or adequately disclose to Ms. Brown that Verizon was adding an  
22 Administrative Charge to her bill each month or disclose the true nature or basis of the charge.

23 166. Ms. Brown did not learn of the Administrative Charge's existence until it was  
24 brought to her attention by her counsel in December 2021.

25 167. When Ms. Brown agreed to purchase her Verizon service plans, she was relying  
26 on Verizon's prominent representations, in each instance, regarding the monthly price of the  
27 service plans. Ms. Brown did not expect (and she was never told) that Verizon would actually  
28 charge her a so-called Administrative Charge on top of the advertised service plan price or that

1 the true price of the services would include an additional Administrative Charge for each phone  
2 line which Verizon could and would increase at its desire. That information would have been  
3 material to her. Had she known that information she would not have been willing to pay as  
4 much for her plans and would have acted differently.

5 168. Ms. Brown has a legal right to rely now, and in the future, on the truthfulness  
6 and accuracy of Verizon's representations and advertisements regarding its wireless service  
7 plan prices. Ms. Brown believes that she was given the services Verizon promised her—just not  
8 at the price Verizon promised and advertised to her.

9 169. Ms. Brown remains a Verizon postpaid wireless customer as of this filing.  
10 Ms. Brown desires to sign up for different Verizon postpaid wireless service plans and Verizon  
11 device installment plans in the future. However, Ms. Brown wants to be confident that the  
12 advertised and quoted price for Verizon's service plans is the true and full price for the services  
13 (i.e., that it includes all applicable discretionary monthly service charges such as the  
14 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly  
15 service charge (like it did with the Administrative Charge), Ms. Brown wants to be confident  
16 that Verizon will include the amount of that service charge in the advertised and quoted service  
17 plan price. Ms. Brown will be harmed if, in the future, she is left to guess as to whether  
18 Verizon's representations are accurate and whether there are omissions of material facts  
19 regarding the wireless service plans being advertised and represented to her.

20 **Plaintiff Michael Carney**

21 170. Plaintiff Michael Carney is a citizen and resident of Los Angeles, California.

22 171. Mr. Carney has been a continuous Verizon postpaid wireless customer since  
23 2011, when he signed up for three lines of postpaid service over the telephone with a Verizon  
24 telephone sales agent after reviewing service plan advertisements on the Verizon website.

25 172. When Mr. Carney purchased the wireless service plan, Verizon prominently  
26 advertised and quoted, to Mr. Carney and the public, that the plan would cost a particular  
27 monthly price. Verizon did not disclose to Mr. Carney, at any time before or when he signed  
28 up, that Verizon would charge him the Administrative Charge on top of the advertised and

1 promised monthly price.

2 173. Verizon charged Mr. Carney an Administrative Charge beginning on his very  
3 first bill. Mr. Carney did not receive notice or adequate notice that the Administrative Charge  
4 would be charged or regarding the true nature or basis of the charge.

5 174. Verizon has continued to charge Mr. Carney an Administrative Charge every  
6 month from 2011 through the present.

7 175. During that time, Verizon has increased the amount of the Administrative  
8 Charge charged to Mr. Carney several times. Until December 2015, the Administrative Charge  
9 remained under a dollar per line each month. In December 2015, Verizon increased the  
10 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
11 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon  
12 increased the Administrative Charge to \$1.95 per line each month, which is the current amount  
13 as of this filing.

14 176. Through its imposition of the Administrative Charge, Verizon has for over 10  
15 years charged Mr. Carney a higher price for his service plans each month than Verizon  
16 advertised and that he was promised and expected to pay.

17 177. Mr. Carney has changed his Verizon plan at least once. In or around February  
18 2017, Mr. Carney called Verizon customer service and switched to his current "Unlimited"  
19 plan. When Mr. Carney changed his plan, Verizon represented the monthly price he would pay  
20 for the service, and Mr. Carney reasonably relied upon that representation. During this process,  
21 Verizon never disclosed the existence of, let alone the amount of, the Administrative Charge.  
22 The monthly price that Verizon quoted and represented did not include the Administrative  
23 Charge, nor did it reflect the true total amount he would be charged each month (inclusive of  
24 the Administrative Charge).

25 178. Since February 2017, Mr. Carney has added more lines to his account, which  
26 currently total 9 phone lines. Each time a phone line was added, Verizon never disclosed the  
27 existence or amount of the Administrative Charge. Over the years, Mr. Carney has purchased,  
28 or a family member or friend on his account has instigated the purchase (which Mr. Carney has



1 authorized) of numerous new mobile phones directly from Verizon at corporate Verizon-owned  
2 stores or by calling Verizon customer service, or from third-party retailers such as the Apple  
3 Store. For example, Mr. Carney purchased his current mobile phone in December 2020 from  
4 the Apple Store. For each mobile phone that was purchased, Mr. Carney entered into a 24-  
5 month installment payment plan for the device. Each time a new mobile phone was purchased,  
6 at no point before or during the process was the Administrative Charge disclosed to him or to  
7 any family member or friend on his account who instigated a particular device purchase.

8 179. Mr. Carney has been signed up for electronic billing for many years, as Verizon  
9 encouraged him to do. Through this billing process, Mr. Carney receives a monthly Verizon  
10 text message which states his bill total and the date it is due. Mr. Carney then logs into his My  
11 Verizon account via his computer and pays his monthly bill on the Verizon website.  
12 Meanwhile, as alleged above, Verizon's electronic billing, the My Verizon online billing center  
13 and payment process, and the full online PDF monthly billing statements are deliberately  
14 designed in a manner to hide and disguise the Administrative Charge.

15 180. Verizon's monthly electronic billing process and monthly statements did not  
16 inform or adequately disclose to Mr. Carney that Verizon was adding an Administrative Charge  
17 to his bill each month or disclose the true nature or basis of the charge.

18 181. Mr. Carney learned of the Administrative Charge's existence several years ago.  
19 When he questioned a Verizon Wireless customer service agent about the charge, the Verizon  
20 representative told him that it was a fee that Verizon had to charge and that it could not be  
21 waived. Based on the location of the Administrative Charge on the full PDF bill he examined,  
22 and the statements made by the Verizon representative, Mr. Carney believed that the  
23 Administrative Charge was a pass-through cost that Verizon was required to charge. As  
24 described in detail above, the first page of the bill falsely states that "Surcharges" (which is  
25 how Verizon labels the Administrative Charge) are to "cover the costs that are billed to us by  
26 federal, state or local governments."

27 182. When Mr. Carney agreed to purchase his Verizon service plans, he was relying  
28 on Verizon's prominent representations, in each instance, regarding the monthly price of the

1 service plans. Mr. Carney did not expect (and he was never told) that Verizon would actually  
2 charge him a so-called Administrative Charge on top of the advertised service plan price or that  
3 the true price of the services would include an additional Administrative Charge for each phone  
4 line which Verizon could and would increase at its desire. That information would have been  
5 material to him. Had he known that information he would not have been willing to pay as much  
6 for his plans and would have acted differently.

7 183. Mr. Carney has a legal right to rely now, and in the future, on the truthfulness  
8 and accuracy of Verizon's representations and advertisements regarding its wireless service  
9 plan prices. Mr. Carney believes that he was given the services Verizon promised him—just not  
10 at the price Verizon promised and advertised to him.

11 184. Mr. Carney remains a Verizon postpaid wireless customer as of this filing.  
12 Mr. Carney desires to sign up for different Verizon postpaid wireless service plans and Verizon  
13 device installment plans in the future. However, Mr. Carney wants to be confident that the  
14 advertised and quoted price for Verizon's service plans is the true and full price for the services  
15 (i.e., that it includes all applicable discretionary monthly service charges such as the  
16 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly  
17 service charge (like it did with the Administrative Charge), Mr. Carney wants to be confident  
18 that Verizon will include the amount of that service charge in the advertised and quoted service  
19 plan price. Mr. Carney will be harmed if, in the future, he is left to guess as to whether  
20 Verizon's representations are accurate and whether there are omissions of material facts  
21 regarding the wireless service plans being advertised and represented to him.

22 **Plaintiff Tim Frasch**

23 185. Plaintiff Tim Frasch is a citizen and resident of Gilroy, California.

24 186. Mr. Frasch has had one postpaid phone line with Verizon for more than 25  
25 years.

26 187. When Mr. Frasch purchased the wireless service plan for his phone line, Verizon  
27 prominently advertised and quoted, to Mr. Frasch and the public, that the plan would cost a  
28 particular monthly price. Verizon did not disclose to Mr. Frasch, at any time before or when he

1 signed up, that Verizon would or might later add an Administrative Charge on top of the  
2 advertised and promised monthly price.

3 188. Verizon has charged Mr. Frasch an Administrative Charge since Verizon first  
4 began sneaking the Administrative Charge into all of its postpaid wireless customers' bills in  
5 September 2005. Mr. Frasch did not receive notice or adequate notice that the Administrative  
6 Charge would be charged or regarding the true nature or basis of the charge.

7 189. Verizon has continued to charge Mr. Frasch an Administrative Charge every  
8 month from September 2005 through the present.

9 190. During that time, Verizon has increased the amount of the Administrative  
10 Charge charged to Mr. Frasch several times. Until December 2015, the Administrative Charge  
11 remained under a dollar per line each month. In December 2015, Verizon increased the  
12 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
13 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon  
14 increased the Administrative Charge to \$1.95 per line each month, which is the current amount  
15 as of this filing.

16 191. Through its imposition of the Administrative Charge, Verizon has for 17 years  
17 charged Mr. Frasch a higher price for his service plans each month than Verizon advertised and  
18 that he was promised and expected to pay.

19 192. Mr. Frasch has changed his Verizon plan at least once. When Mr. Frasch last  
20 changed his Verizon plan, he visited a Verizon corporate-owned store in Gilroy, California.  
21 Mr. Frasch has also purchased several mobile phones over the years from Verizon.  
22 Mr. Frasch's most recent phone purchase was around 2017 at the Verizon store in Gilroy.  
23 Mr. Frasch entered into a 24-payment device installment plan contract to purchase the phone.

24 193. Each time that Mr. Frasch changed his wireless service plan, Verizon  
25 prominently advertised and quoted, to Mr. Frasch and the public, a particular monthly price for  
26 the wireless service plan, and did not disclose the Administrative Charge. The price that  
27 Verizon quoted and stated to Mr. Frasch did not include the Administrative Charge, nor did it  
28 reflect the true total amount he would be charged each month (inclusive of the Administrative

1 Charge). Nor did Verizon disclose that the total price would or might increase as a result of  
2 increases to the Administrative Charge. Likewise, each time that Mr. Frasch purchased a new  
3 mobile phone from Verizon, at no point before or during the process was the Administrative  
4 Charge disclosed to him.

5 194. Mr. Frasch most recently changed his wireless service plan on or around 2015 at  
6 the Verizon store in Gilroy. A Verizon salesperson at the store utilized a proprietary sales  
7 process on an iPad to change and update his service plan. During this in-store process, Verizon  
8 represented the monthly price he would pay for the service, and Mr. Frasch reasonably relied  
9 upon that representation. During this process, Verizon never disclosed the existence of, let  
10 alone the amount of, the Administrative Charge. The monthly price that Verizon quoted and  
11 represented did not include the Administrative Charge, nor did it reflect the true total amount  
12 he would be charged each month (inclusive of the Administrative Charge).

13 195. Mr. Frasch has been signed up for electronic billing and Auto Pay for the past  
14 few years, as Verizon encouraged him to do. Through this billing process, Mr. Frasch receives  
15 a monthly Verizon billing email and a text message which states his bill total and informs him  
16 that his bill will be automatically paid by the payment due date because he has Auto Pay.  
17 Verizon's Auto Pay feature discourages customers from reviewing their monthly bill.  
18 Meanwhile, as alleged above, Verizon's electronic billing, the My Verizon online billing center  
19 and payment process, and the full online PDF monthly billing statements are deliberately  
20 designed in a manner to hide and disguise the Administrative Charge.

21 196. Verizon's monthly electronic billing process and monthly statements did not  
22 inform or adequately disclose to Mr. Frasch that Verizon was adding an Administrative Charge  
23 to his bill each month or disclose the true nature or basis of the charge.

24 197. Mr. Frasch did not learn of the Administrative Charge's existence until it was  
25 brought to his attention by his counsel in December 2021.

26 198. When Mr. Frasch agreed to purchase his Verizon service plans, he was relying  
27 on Verizon's prominent representations, in each instance, regarding the monthly price of the  
28 service plans. Mr. Frasch did not expect (and he was never told) that Verizon would actually

1 charge him a so-called Administrative Charge on top of the advertised service plan price or that  
2 the true price of the services would include an additional Administrative Charge for each phone  
3 line which Verizon could and would increase at its desire. That information would have been  
4 material to him. Had he known that information he would not have been willing to pay as much  
5 for his plans and would have acted differently.

6 199. Mr. Frasch has a legal right to rely now, and in the future, on the truthfulness  
7 and accuracy of Verizon's representations and advertisements regarding its wireless service  
8 plan prices. Mr. Frasch believes that he was given the services Verizon promised him—just not  
9 at the price Verizon promised and advertised to him.

10 200. Mr. Frasch remains a Verizon postpaid wireless customer as of this filing.  
11 Mr. Frasch desires to sign up for different Verizon postpaid wireless service plans and Verizon  
12 device installment plans in the future. However, Mr. Frasch wants to be confident that the  
13 advertised and quoted price for Verizon's service plans is the true and full price for the services  
14 (i.e., that it includes all applicable discretionary monthly service charges such as the  
15 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly  
16 service charge (like it did with the Administrative Charge), Mr. Frasch wants to be confident  
17 that Verizon will include the amount of that service charge in the advertised and quoted service  
18 plan price. Mr. Frasch will be harmed if, in the future, he is left to guess as to whether  
19 Verizon's representations are accurate and whether there are omissions of material facts  
20 regarding the wireless service plans being advertised and represented to him.

21 **Plaintiff Patricia Gagan**

22 201. Plaintiff Patricia Gagan is, and at all relevant times has been, a citizen and  
23 resident of Los Angeles, California.

24 202. Ms. Gagan has been a continuous Verizon post-paid wireless customer since at  
25 least 2011. She initially signed up for Verizon post-paid wireless service in a Verizon  
26 corporate-owned store located in Los Angeles, California. She signed up for a two-year service  
27 contract for one line. She also purchased a new phone along with the service contract, as part of  
28 a bundle.

1           203. When Ms. Gagan purchased her wireless service plan, Verizon prominently  
2 advertised and quoted, to Ms. Gagan and the public, that the plan would cost a particular  
3 monthly price. Verizon did not disclose to Ms. Gagan, at any time before or when she signed  
4 up, that Verizon would charge her the Administrative Charge on top of the advertised and  
5 promised monthly price.

6           204. Verizon charged Ms. Gagan an Administrative Charge beginning on her first  
7 bill. Ms. Gagan did not receive notice or adequate notice that the Administrative Charge would  
8 be charged or regarding the true nature or basis of the charge.

9           205. Verizon has continued to charge Ms. Gagan an Administrative Charge every  
10 month since she first signed up for service through the present.

11           206. During that time, Verizon has increased the amount of the Administrative  
12 Charge charged to Ms. Gagan several times. Until December 2015, the Administrative Charge  
13 remained under a dollar per line each month. In December 2015, Verizon increased the  
14 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
15 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once  
16 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the  
17 current amount as of this filing.

18           207. Through its imposition of the Administrative Charge, Verizon has for over 10  
19 years charged Ms. Gagan a higher price for her service plans each month than Verizon  
20 advertised and that she was promised and expected to pay.

21           208. Ms. Gagan has changed her Verizon service plan a few times, including  
22 changing her plan to Verizon's "Start Unlimited" plan around a year ago. Each and every time  
23 that Ms. Gagan changed her wireless service plan, Verizon prominently advertised and quoted,  
24 to Ms. Gagan and the public, a particular monthly price for the wireless service plan, and did  
25 not disclose the Administrative Charge. The price that Verizon quoted and stated to Ms. Gagan  
26 did not include the Administrative Charge, nor did it reflect the true total amount she would be  
27 charged each month (inclusive of the Administrative Charge). Nor did Verizon disclose that the  
28 total price would or might increase as a result of increases to the Administrative Charge.

1           209. On November 21, 2021, visited Victra, a Verizon-authorized retailer in Los  
2 Angeles, California, to add an iPad cellular-ready device to her wireless plan. At no point  
3 during the process was the Administrative Charge or its amount disclosed to her.

4           210. Over the years, Ms. Gagan has purchased mobile phones for use on her Verizon  
5 plan directly from Verizon, from a Verizon-authorized retailer, or from an Apple retail store or  
6 the Apple.com website. Each time that Ms. Gagan purchased a mobile phone, at no point  
7 before or during the process was the Administrative Charge disclosed to her.

8           211. Ms. Gagan has been signed up for electronic billing and Auto Pay for many  
9 years, as Verizon encouraged her to do. Through this billing process, Ms. Gagan receives a  
10 monthly text message from Verizon which states her bill total and informs her that her bill will  
11 be automatically paid by the payment due date because she has Auto Pay. Verizon's Auto Pay  
12 feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged above,  
13 Verizon's electronic billing, the My Verizon online billing center and payment process, and the  
14 full online PDF monthly billing statements are deliberately designed in a manner to hide and  
15 disguise the Administrative Charge.

16           212. Verizon's monthly electronic billing process and monthly statements did not  
17 adequately inform Ms. Gagan of the true nature or basis of the Administrative Charge.

18           213. Ms. Gagan did not learn of the Administrative Charge's existence until it was  
19 brought to her attention by her counsel in November 2021.

20           214. When Ms. Gagan agreed to purchase her Verizon service plans, she was relying  
21 on Verizon's prominent representations, in each instance, regarding the monthly price of the  
22 service plans. Ms. Gagan did not expect (and she was never told) that Verizon would actually  
23 charge her a so-called Administrative Charge on top of the advertised service plan price or that  
24 the true price of the services would include an additional Administrative Charge for each phone  
25 line which Verizon could and would increase at its desire. That information would have been  
26 material to her. Had she known that information she would not have been willing to pay as  
27 much for her plans and would have acted differently.

28           215. Ms. Gagan has a legal right to rely now, and in the future, on the truthfulness

1 and accuracy of Verizon's representations and advertisements regarding its wireless service  
2 plan prices. Ms. Gagan believes that she was given the services Verizon promised her—just not  
3 at the price Verizon promised and advertised to her.

4         216. Ms. Gagan remains a Verizon post-paid wireless customer as of this filing.  
5 Ms. Gagan desires to remain a customer of Verizon and to have the option of purchasing  
6 different Verizon post-paid wireless service plans and Verizon device installment plans in the  
7 future. However, Ms. Gagan wants to be confident that the advertised and quoted price for  
8 Verizon's service plans is the true and full price for the services (i.e., that it includes all  
9 applicable discretionary monthly service charges such as the Administrative Charge). And, if  
10 Verizon introduces any new or invented discretionary monthly service charge (like it did with  
11 the Administrative Charge), Ms. Gagan wants to be confident that Verizon will include the  
12 amount of that service charge in the advertised and quoted service plan price. Ms. Gagan will  
13 be harmed if, in the future, she is left to guess as to whether Verizon's representations are  
14 accurate and whether there are omissions of material facts regarding the wireless service plans  
15 being advertised and represented to her.

16 **Plaintiff Anna Gutierrez**

17         217. Plaintiff Anna Gutierrez is, and at all relevant times has been, a citizen and  
18 resident of Whittier, California.

19         218. Ms. Gutierrez has been a continuous Verizon postpaid wireless customer for  
20 over 20 years. She initially signed up for Verizon postpaid wireless service while with her  
21 husband in a Verizon corporate-owned store located in Whittier, California. She signed up for  
22 two-year service contracts for two lines—one for herself and one for her husband. She also  
23 purchased two new phones along with the service contracts, as part of a bundle. Ms. Gutierrez  
24 has always been the person who managed and made payments on the Verizon account.

25         219. When Ms. Gutierrez purchased her wireless service plan, Verizon prominently  
26 advertised and quoted, to Ms. Gutierrez and the public, that the plan would cost a particular  
27 monthly price. Verizon did not disclose to Ms. Gutierrez, at any time before or when she signed  
28 up, that Verizon would or might later add an Administrative Charge on top of the advertised



1 and promised monthly price.

2 220. Verizon has charged Ms. Gutierrez an Administrative Charge since Verizon first  
3 began sneaking the Administrative Charge into all of its postpaid wireless customers' bills  
4 September 2005. Ms. Gutierrez did not receive notice or adequate notice that the  
5 Administrative Charge would be charged or regarding the true nature or basis of the charge.

6 221. Verizon has continued to charge Ms. Gutierrez an Administrative Charge every  
7 month from September 2005 through the present.

8 222. During that time, Verizon has increased the amount of the Administrative  
9 Charge charged to Ms. Gutierrez several times. Until December 2015, the Administrative  
10 Charge remained under a dollar per line each month. In December 2015, Verizon increased the  
11 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
12 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once  
13 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the  
14 current amount as of this filing.

15 223. Through its imposition of the Administrative Charge, Verizon has for 17 years  
16 charged Ms. Gutierrez a higher price for her service plans each month than Verizon advertised  
17 and that she was promised and expected to pay.

18 224. Ms. Gutierrez has changed her Verizon service plan a few times, including  
19 adding two lines for her children around 2015 and one line for her mother-in-law in 2020.  
20 Ms. Gutierrez has also purchased several mobile phones over the years from Verizon, typically  
21 replacing the mobile phones with new ones every two years. Prior to 2014, Ms. Gutierrez  
22 would commit to 2-year service contracts with Verizon each time she purchased a mobile  
23 phone. On or after 2014, Ms. Gutierrez typically purchased new phones from Verizon on 24-  
24 payment device installment plans.

25 225. Most times that Ms. Gutierrez changed her wireless service plan or purchased a  
26 new mobile phone, she did so in person at the Verizon corporate-owned store located in  
27 Whittier, California. However, she made her most recent phone purchases at her local Best  
28 Buy.

1           226. In September 2021, Ms. Gutierrez purchased three phones at her local Best Buy.  
2 Ms. Gutierrez purchased the three phones on 24-payment device installment plans with Verizon  
3 where the installment payments would be added to her monthly Verizon bill. At no point before  
4 or during the Verizon-created process for adding the new phones to her account was the  
5 Administrative Charge disclosed to her.

6           227. Each and every time that Ms. Gutierrez changed her wireless service plan,  
7 Verizon prominently advertised and quoted, to Ms. Gutierrez and the public, a particular  
8 monthly price for the wireless service plan, and did not disclose the Administrative Charge.  
9 The price that Verizon quoted and stated to Ms. Gutierrez did not include the Administrative  
10 Charge, nor did it reflect the true total amount she would be charged each month (inclusive of  
11 the Administrative Charge). Nor did Verizon disclose that the total price would or might  
12 increase as a result of increases to the Administrative Charge. Likewise, each time that Ms.  
13 Gutierrez purchased a new mobile phone from Verizon or from Best Buy, at no point before or  
14 during the process was the Administrative Charge disclosed to her.

15           228. Ms. Gutierrez has been signed up for electronic billing and Auto Pay for the past  
16 two years, as Verizon encouraged her to do. Through this billing process, Ms. Gutierrez  
17 receives a monthly Verizon billing email which states her bill total and informs her that her bill  
18 will be automatically paid by the payment due date because she has Auto Pay. Meanwhile, as  
19 alleged above, Verizon's electronic billing, the My Verizon online billing center and payment  
20 process, and the full online PDF monthly billing statements are deliberately designed in a  
21 manner to hide and disguise the Administrative Charge.

22           229. Verizon's monthly electronic billing process and monthly statements did not  
23 inform or adequately disclose to Ms. Gutierrez that Verizon was adding an Administrative  
24 Charge to her bill each month or disclose the true nature or basis of the charge.

25           230. Ms. Gutierrez learned of the Administrative Charge's existence several years  
26 ago. When she first noticed the Administrative Charge on her bill, she visited Verizon's  
27 website and started a chat with a Verizon customer support representative to ask about the  
28 Administrative Charge. The Verizon representative told her that it was a fee that Verizon had to

1 charge and that it could not be waived. Based on the location of the Administrative Charge on  
2 the bill she examined, and the statements made by the Verizon representative, Ms. Gutierrez  
3 believed that the Administrative Charge was a pass-through cost that Verizon was required to  
4 charge, like a tax. As described in detail above, on the first page of the bill Verizon falsely  
5 states that “Surcharges” (which is how Verizon labels the Administrative Charge) are to “cover  
6 the costs that are billed to us by federal, state or local governments.”

7 231. When Ms. Gutierrez agreed to purchase her Verizon service plans, she was  
8 relying on Verizon’s prominent representations, in each instance, regarding the monthly price  
9 of the service plans. Ms. Gutierrez did not expect (and she was never told) that Verizon would  
10 actually charge her a so-called Administrative Charge on top of the advertised service plan  
11 price or that the true price of the services would include an additional Administrative Charge  
12 for each phone line which Verizon could and would increase at its desire. That information  
13 would have been material to her. Had she known that information she would not have been  
14 willing to pay as much for her plans and would have acted differently.

15 232. Ms. Gutierrez has a legal right to rely now, and in the future, on the truthfulness  
16 and accuracy of Verizon’s representations and advertisements regarding its wireless service  
17 plan prices. Ms. Gutierrez believes that she was given the services Verizon promised her—just  
18 not at the price Verizon promised and advertised to her.

19 233. Ms. Gutierrez remains a Verizon postpaid wireless customer as of this filing.  
20 Ms. Gutierrez desires to sign up for different Verizon postpaid wireless service plans and  
21 Verizon device installment plans in the future. However, Ms. Gutierrez wants to be confident  
22 that the advertised and quoted price for Verizon’s service plans is the true and full price for the  
23 services (i.e., that it includes all applicable discretionary monthly service charges such as the  
24 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly  
25 service charge (like it did with the Administrative Charge), Ms. Gutierrez wants to be confident  
26 that Verizon will include the amount of that service charge in the advertised and quoted service  
27 plan price. Ms. Gutierrez will be harmed if, in the future, she is left to guess as to whether  
28 Verizon’s representations are accurate and whether there are omissions of material facts

1 regarding the wireless service plans being advertised and represented to her.

2 **Plaintiff Linda Jenkins**

3 234. Plaintiff Linda Jenkins is, and at all relevant times has been, a citizen and  
4 resident of Valencia, California.

5 235. Ms. Jenkins has been a continuous Verizon postpaid wireless customer for over  
6 20 years. She initially signed up for Verizon postpaid wireless service in a Verizon corporate-  
7 owned store located in Valencia, California, at which time her husband transferred his Verizon  
8 account and his phone to her.

9 236. When Ms. Jenkins initially signed up for the wireless service plan, Verizon  
10 prominently advertised and quoted, to Ms. Jenkins and the public, that the plan would cost a  
11 particular monthly price. Verizon did not disclose to Ms. Jenkins, at any time before or when  
12 she signed up, that Verizon would or might later add an Administrative Charge on top of the  
13 advertised and promised monthly price.

14 237. Verizon has charged Ms. Jenkins an Administrative Charge since Verizon first  
15 began sneaking the Administrative Charge into all of its postpaid wireless customers' bills  
16 September 2005. Ms. Jenkins did not receive notice or adequate notice that the Administrative  
17 Charge would be charged or regarding the true nature or basis of the charge.

18 238. Verizon has continued to charge Ms. Jenkins an Administrative Charge every  
19 month from September 2005 through the present.

20 239. During that time, Verizon has increased the amount of the Administrative  
21 Charge charged to Ms. Jenkins several times. Until December 2015, the Administrative Charge  
22 remained under a dollar per line each month. In December 2015, Verizon increased the  
23 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
24 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once  
25 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the  
26 current amount as of this filing.

27 240. Through its imposition of the Administrative Charge, Verizon has for 17 years  
28 charged Ms. Jenkins a higher price for her service plans each month than Verizon advertised

1 and that she was promised and expected to pay.

2       241. Ms. Jenkins has changed her Verizon service plan several times, including  
3 adding three lines for her daughter and her parents around four years ago. Ms. Jenkins has also  
4 purchased many mobile phones over the years directly from Verizon or from third-party stores.  
5 For the past 10 years, Ms. Jenkins has typically purchased her new phones either at the Verizon  
6 kiosk at her local Costco or at her local Best Buy. Prior to 2014, Ms. Jenkins would commit to  
7 2-year service contracts with Verizon each time she purchased a mobile phone. On or after  
8 2014, Ms. Jenkins typically purchased new phones on 24-payment device installment plans  
9 which would be charged to her Verizon bill. Ms. Jenkins is currently on a 24-payment device  
10 installment plan for her iPhone 12.

11       242. Each and every time that Ms. Jenkins changed her wireless service plan, Verizon  
12 prominently advertised and quoted, to Ms. Jenkins and the public, a particular monthly price  
13 for the wireless service plan, and did not disclose the Administrative Charge. The price that  
14 Verizon quoted and stated to Ms. Jenkins did not include the Administrative Charge, nor did it  
15 reflect the true total amount she would be charged each month (inclusive of the Administrative  
16 Charge). Nor did Verizon disclose that the total price would or might increase as a result of  
17 increases to the Administrative Charge. Likewise, each time that Ms. Jenkins purchased a new  
18 mobile phone from Verizon (either at a Verizon corporate-owned store or at a third-party  
19 retailer), at no point before or during the Verizon-created process was the Administrative  
20 Charge disclosed to her.

21       243. Ms. Jenkins has been signed up for electronic billing and Auto Pay for many  
22 years, as Verizon encouraged her to do. Through this billing process, Ms. Jenkins receives a  
23 monthly Verizon text message which states her bill total and informs her that her bill will be  
24 automatically paid by the payment due date because she has Auto Pay. Verizon's Auto Pay  
25 feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged above,  
26 Verizon's electronic billing, the My Verizon online billing center and payment process, and the  
27 full online PDF monthly billing statements are deliberately designed in a manner to hide and  
28 disguise the Administrative Charge.

1           244. Verizon’s monthly electronic billing process and monthly statements did not  
2 inform or adequately disclose to Ms. Jenkins that Verizon was adding an Administrative  
3 Charge to her bill each month or disclose the true nature or basis of the charge.

4           245. Ms. Jenkins first learned of the Administrative Charge’s existence several years  
5 ago. Based on Verizon’s presentation of the so-called “Surcharge” on the bill she examined,  
6 Ms. Jenkins believed that the Administrative Charge was a government pass-through cost that  
7 Verizon was required to charge, like a tax. As described in detail above, Verizon falsely states  
8 on the first page of the bill that “Surcharges” (which is how Verizon labels the Administrative  
9 Charge) are to “cover the costs that are billed to us by federal, state or local governments.”

10          246. When Ms. Jenkins agreed to purchase her Verizon service plans, she was relying  
11 on Verizon’s prominent representations, in each instance, regarding the monthly price of the  
12 service plans. Ms. Jenkins did not expect (and she was never told) that Verizon would actually  
13 charge her a so-called Administrative Charge on top of the advertised service plan price or that  
14 the true price of the services would include an additional Administrative Charge for each phone  
15 line which Verizon could and would increase at its desire. That information would have been  
16 material to her. Had she known that information she would not have been willing to pay as  
17 much for her plans and would have acted differently.

18          247. Ms. Jenkins has a legal right to rely now, and in the future, on the truthfulness  
19 and accuracy of Verizon’s representations and advertisements regarding its wireless service  
20 plan prices. Ms. Jenkins believes that she was given the services Verizon promised her—just  
21 not at the price Verizon promised and advertised to her.

22          248. Ms. Jenkins remains a Verizon postpaid wireless customer as of this filing.  
23 Ms. Jenkins desires to sign up for different Verizon postpaid wireless service plans and Verizon  
24 device installment plans in the future. However, Ms. Jenkins wants to be confident that the  
25 advertised and quoted price for Verizon’s service plans is the true and full price for the services  
26 (i.e., that it includes all applicable discretionary monthly service charges such as the  
27 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly  
28 service charge (like it did with the Administrative Charge), Ms. Jenkins wants to be confident

1 that Verizon will include the amount of that service charge in the advertised and quoted service  
2 plan price. Ms. Jenkins will be harmed if, in the future, she is left to guess as to whether  
3 Verizon's representations are accurate and whether there are omissions of material facts  
4 regarding the wireless service plans being advertised and represented to her.

5 **Plaintiff Augustus Johnson**

6 249. Plaintiff Augustus Johnson is a citizen and resident of Eureka, California.

7 250. Mr. Johnson has been a continuous Verizon postpaid wireless customer since  
8 2016, when he signed up for one line of postpaid service in a Verizon corporate-owned store in  
9 Portland, Oregon.

10 251. When Mr. Johnson purchased the wireless service plan, Verizon prominently  
11 advertised and quoted, to Mr. Johnson and the public, that the plan would cost a particular  
12 monthly price. Verizon did not disclose to Mr. Johnson, at any time before or when he signed  
13 up, that Verizon would charge him the Administrative Charge on top of the advertised and  
14 promised monthly price.

15 252. Verizon charged Mr. Johnson an Administrative Charge beginning on his very  
16 first bill. Mr. Johnson did not receive notice or adequate notice that the Administrative Charge  
17 would be charged or regarding the true nature or basis of the charge.

18 253. Verizon has continued to charge Mr. Johnson an Administrative Charge every  
19 month from 2016 through the present.

20 254. During that time, Verizon has increased the amount of the Administrative  
21 Charge charged to Mr. Johnson twice. In August 2019, Verizon raised the Administrative  
22 Charge from \$1.23 to \$1.78 per line each month. In August 2020, Verizon increased the  
23 Administrative Charge to \$1.95 per line each month, which is the current amount as of this  
24 filing.

25 255. Through its imposition of the Administrative Charge, Verizon has for 6 years  
26 charged Mr. Johnson a higher price for his service plan each month than Verizon advertised  
27 and that he was promised and expected to pay.

28 256. Each time Mr. Johnson has changed his Verizon plan since he moved back to

1 California in 2016, he has done so at the Verizon corporate-owned store in Eureka, California  
2 or on the Verizon website. Each time Mr. Johnson visited the Verizon store in Eureka to change  
3 or update his wireless service plan, a Verizon salesperson utilized a proprietary sales process on  
4 an iPad. During this in-store process, Verizon represented the monthly price he would pay for  
5 the service, and Mr. Johnson reasonably relied upon that representation. During this process,  
6 Verizon never disclosed the existence of, let alone the amount of, the Administrative Charge.  
7 The monthly price that Verizon quoted and represented did not include the Administrative  
8 Charge, nor did it reflect the true total amount he would be charged each month (inclusive of  
9 the Administrative Charge). Likewise, when Mr. Johnson updated his wireless plan via the  
10 Verizon website, Verizon never disclosed the existence or amount of the Administrative  
11 Charge.

12         257. Mr. Johnson has also purchased several mobile phones over the years from  
13 Verizon, usually replacing his phone every two years. Mr. Johnson typically purchased the new  
14 phones through Verizon's website, although sometimes he completed the transaction by then  
15 speaking on the phone with Verizon customer service. Mr. Johnson always entered into a 24-  
16 payment device installment plan to pay for the phones. Mr. Johnson is currently on a 24-  
17 payment device installment plan for his iPhone 11. Each time that Mr. Johnson purchased a  
18 new mobile phone from Verizon, at no point before or during the process was the  
19 Administrative Charge disclosed to him.

20         258. Mr. Johnson has been signed up for Auto Pay for several years, and has been  
21 signed up for paperless billing for at least a year, as Verizon encouraged him to do. Through  
22 this billing process, Mr. Johnson receives a monthly Verizon billing email which states his bill  
23 total and informs him that his bill will be automatically paid by the payment due date because  
24 he has Auto Pay. Verizon's Auto Pay feature discourages customers from reviewing their  
25 monthly bill. Meanwhile, as alleged above, Verizon's electronic billing, the My Verizon online  
26 billing center and payment process, the abridged paper version of the bill, and the full online  
27 PDF monthly billing statements are deliberately designed in a manner to omit, hide and/or  
28 disguise the Administrative Charge.



1           259. Verizon’s monthly electronic billing process and monthly statements did not  
2 inform or adequately disclose to Mr. Johnson that Verizon was adding an Administrative  
3 Charge to his bill each month or disclose the true nature or basis of the charge.

4           260. Mr. Johnson first learned of the Administrative Charge’s existence in 2018.  
5 Based on the location of the Administrative Charge on the bill he examined, Mr. Johnson  
6 believed that the Administrative Charge was a government pass-through cost that Verizon was  
7 required to charge, like a tax. As described in detail above, Verizon falsely states on the first  
8 page of the bill that “Surcharges” (which is how Verizon labels the Administrative Charge) are  
9 to “cover the costs that are billed to us by federal, state or local governments.”

10          261. When Mr. Johnson agreed to purchase his Verizon service plans, he was relying  
11 on Verizon’s prominent representations, in each instance, regarding the monthly price of the  
12 service plans. Mr. Johnson did not expect (and he was never told) that Verizon would actually  
13 charge him a so-called Administrative Charge on top of the advertised service plan price or that  
14 the true price of the services would include an additional Administrative Charge for each phone  
15 line which Verizon could and would increase at its desire. That information would have been  
16 material to him. Had he known that information he would not have been willing to pay as much  
17 for his plans and would have acted differently.

18          262. Mr. Johnson has a legal right to rely now, and in the future, on the truthfulness  
19 and accuracy of Verizon’s representations and advertisements regarding its wireless service  
20 plan prices. Mr. Johnson believes that he was given the services Verizon promised him—just  
21 not at the price Verizon promised and advertised to him.

22          263. Mr. Johnson remains a Verizon postpaid wireless customer as of this filing.  
23 Mr. Johnson desires to sign up for different Verizon postpaid wireless service plans and  
24 Verizon device installment plans in the future. However, Mr. Johnson wants to be confident  
25 that the advertised and quoted price for Verizon’s service plans is the true and full price for the  
26 services (i.e., that it includes all applicable discretionary monthly service charges such as the  
27 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly  
28 service charge (like it did with the Administrative Charge), Mr. Johnson wants to be confident

1 that Verizon will include the amount of that service charge in the advertised and quoted service  
2 plan price. Mr. Johnson will be harmed if, in the future, he is left to guess as to whether  
3 Verizon's representations are accurate and whether there are omissions of material facts  
4 regarding the wireless service plans being advertised and represented to him.

5 **Plaintiff William Kaupelis**

6 264. Plaintiff William Kaupelis is a citizen and resident of Placentia, California.

7 265. Mr. Kaupelis has been a continuous Verizon postpaid wireless customer since  
8 2015, when he purchased a phone and signed up for one line of postpaid service in a Verizon  
9 corporate-owned store in Brea, California.

10 266. When Mr. Kaupelis purchased the phone and wireless service plan, Verizon  
11 prominently advertised and quoted, to Mr. Kaupelis and the public, that the plan would cost a  
12 particular monthly price. Verizon did not disclose to Mr. Kaupelis, at any time before or when  
13 he signed up, that Verizon would charge him the Administrative Charge on top of the  
14 advertised and promised monthly price.

15 267. Verizon charged Mr. Kaupelis an Administrative Charge beginning on his very  
16 first bill. Mr. Kaupelis did not receive notice or adequate notice that the Administrative Charge  
17 would be charged or regarding the true nature or basis of the charge.

18 268. Verizon has continued to charge Mr. Kaupelis an Administrative Charge every  
19 month from 2015 through the present.

20 269. During that time, Verizon has increased the amount of the Administrative  
21 Charge charged to Mr. Kaupelis several times. Until December 2015, the Administrative  
22 Charge remained under a dollar per line each month. In December 2015, Verizon increased the  
23 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
24 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon  
25 increased the Administrative Charge to \$1.95 per line each month, which is the current amount  
26 as of this filing.

27 270. Through its imposition of the Administrative Charge, Verizon has for 7 years  
28 charged Mr. Kaupelis a higher price for his service plans each month than Verizon advertised

1 and that he was promised and expected to pay.

2 271. Since 2015, Mr. Kaupelis has changed his Verizon plan a couple of times.  
3 Around 2017, Mr. Kaupelis called Verizon customer service to inquire about avoiding data  
4 overage costs, and the Verizon agent encouraged him to sign up for a more expensive  
5 “Unlimited” plan. The Verizon agent never disclosed the existence or amount of the  
6 Administrative Charge. The monthly price that the Verizon agent quoted him did not include  
7 the Administrative Charge, nor did it reflect the true total amount he would be charged each  
8 month (inclusive of the Administrative Charge).

9 272. On or around May 2019, Mr. Kaupelis visited a Verizon corporate-owned store  
10 in Brea, California, and added a second postpaid line for his Apple Watch. When he added this  
11 second line, a Verizon salesperson utilized a proprietary sales process on an iPad. During this  
12 in-store process, Verizon represented the monthly price he would pay for the service, and  
13 Mr. Kaupelis reasonably relied upon that representation. During this process, Verizon never  
14 disclosed the existence of, let alone the amount of, the Administrative Charge. The monthly  
15 price that Verizon quoted and represented did not include the Administrative Charge, nor did it  
16 reflect the true total amount he would be charged each month (inclusive of the Administrative  
17 Charge).

18 273. Mr. Kaupelis has also purchased several mobile phones over the years from  
19 Verizon. Each time Mr. Kaupelis purchased a new phone from Verizon he entered into a 24-  
20 payment device installment plan. Each time that Mr. Kaupelis purchased a new mobile phone  
21 from Verizon, at no point before or during the process was the Administrative Charge disclosed  
22 to him.

23 274. Mr. Kaupelis has been signed up for electronic billing and Auto Pay for the past  
24 few years, as Verizon encouraged him to do. Through this billing process, Mr. Kaupelis  
25 receives a monthly Verizon billing email which states his bill total and informs him that his bill  
26 will be automatically paid by the payment due date because he has Auto Pay. Verizon’s Auto  
27 Pay feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged  
28 above, Verizon’s electronic billing, the My Verizon online billing center and payment process,

1 and the full online PDF monthly billing statements are deliberately designed in a manner to  
2 hide and disguise the Administrative Charge.

3 275. Verizon's monthly electronic billing process and monthly statements did not  
4 inform or adequately disclose to Mr. Kaupelis that Verizon was adding an Administrative  
5 Charge to his bill each month or disclose the true nature or basis of the charge.

6 276. Mr. Kaupelis did not learn of the Administrative Charge's existence until it was  
7 brought to his attention by his counsel in November 2021.

8 277. When Mr. Kaupelis agreed to purchase his Verizon service plans, he was relying  
9 on Verizon's prominent representations, in each instance, regarding the monthly price of the  
10 service plans. Mr. Kaupelis did not expect (and he was never told) that Verizon would actually  
11 charge him a so-called Administrative Charge on top of the advertised service plan price or that  
12 the true price of the services would include an additional Administrative Charge for each phone  
13 line which Verizon could and would increase at its desire. That information would have been  
14 material to him. Had he known that information he would not have been willing to pay as much  
15 for his plans and would have acted differently.

16 278. Mr. Kaupelis has a legal right to rely now, and in the future, on the truthfulness  
17 and accuracy of Verizon's representations and advertisements regarding its wireless service  
18 plan prices. Mr. Kaupelis believes that he was given the services Verizon promised him—just  
19 not at the price Verizon promised and advertised to him.

20 279. Mr. Kaupelis remains a Verizon postpaid wireless customer as of this filing.  
21 Mr. Kaupelis desires to sign up for different Verizon postpaid wireless service plans and  
22 Verizon device installment plans in the future. However, Mr. Kaupelis wants to be confident  
23 that the advertised and quoted price for Verizon's service plans is the true and full price for the  
24 services (i.e., that it includes all applicable discretionary monthly service charges such as the  
25 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly  
26 service charge (like it did with the Administrative Charge), Mr. Kaupelis wants to be confident  
27 that Verizon will include the amount of that service charge in the advertised and quoted service  
28 plan price. Mr. Kaupelis will be harmed if, in the future, he is left to guess as to whether

1 Verizon's representations are accurate and whether there are omissions of material facts  
2 regarding the wireless service plans being advertised and represented to him.

3 **Plaintiff Marilyn Kaye**

4 280. Plaintiff Marilyn Kaye is, and at all relevant times has been, a citizen and  
5 resident of Chatsworth, California.

6 281. Ms. Kaye has been a continuous Verizon postpaid wireless customer for over 20  
7 years. She initially signed up for Verizon postpaid wireless service in a Verizon corporate-  
8 owned store located in Chatsworth, California. At that time, she signed up for two-year service  
9 contracts for two lines for herself and her husband. She also purchased two new phones along  
10 with the service contracts, as part of a bundle.

11 282. When Ms. Kaye purchased her wireless service plan, Verizon prominently  
12 advertised and quoted, to Ms. Kaye and the public, that the plan would cost a particular  
13 monthly price. Verizon did not disclose to Ms. Kaye, at any time before or when she signed up,  
14 that Verizon would or might later add an Administrative Charge on top of the advertised and  
15 promised monthly price.

16 283. Verizon has charged Ms. Kaye an Administrative Charge since Verizon first  
17 began sneaking the Administrative Charge into all of its postpaid wireless customers' bills  
18 September 2005. Ms. Kaye did not receive notice or adequate notice that the Administrative  
19 Charge would be charged or regarding the true nature or basis of the charge.

20 284. Verizon has continued to charge Ms. Kaye an Administrative Charge every  
21 month from September 2005 through the present.

22 285. During that time, Verizon has increased the amount of the Administrative  
23 Charge charged to Ms. Kaye several times. Until December 2015, the Administrative Charge  
24 remained under a dollar per line each month. In December 2015, Verizon increased the  
25 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
26 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once  
27 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the  
28 current amount as of this filing.

1           286. Through its imposition of the Administrative Charge, Verizon has for 17 years  
2 charged Ms. Kaye a higher price for her service plans each month than Verizon advertised and  
3 that she was promised and expected to pay.

4           287. Ms. Kaye has changed her Verizon service plan a few times over the years,  
5 including adding another line for her son around 2005 and changing her plan to one of  
6 Verizon's "Unlimited" plans around 2019. She typically changes her service plan over the  
7 phone with Verizon customer service. Each and every time that Ms. Kaye changed her wireless  
8 service plan, Verizon prominently advertised and quoted, to Ms. Kaye and the public, a  
9 particular monthly price for the wireless service plan, and did not disclose the Administrative  
10 Charge. The price that Verizon quoted and stated to Ms. Kaye did not include the  
11 Administrative Charge, nor did it reflect the true total amount she would be charged each  
12 month (inclusive of the Administrative Charge). Nor did Verizon disclose that the total price  
13 would or might increase as a result of increases to the Administrative Charge.

14           288. Ms. Kaye has also purchased many mobile phones over the years from Verizon,  
15 typically once every couple of years. Ms. Kaye typically purchases the phones in-person from  
16 Verizon's corporate-owned store located in Northridge, California or over-the-phone by calling  
17 Verizon customer service. Prior to 2014, Ms. Kaye would commit to 2-year service contracts to  
18 Verizon each time she purchased a mobile phone. On or after 2014, Ms. Kaye typically  
19 purchased new phones from Verizon on 24-payment device installment plans. She is currently  
20 on a 24-payment device installment plan for her Galaxy A02. Each time Ms. Kaye purchased a  
21 new mobile phone from Verizon, at no point before or during the process was the  
22 Administrative Charge disclosed to her.

23           289. Ms. Kaye has been signed up for electronic billing for many years and recently  
24 signed up for Auto Pay, as Verizon encouraged her to do. Through this billing process,  
25 Ms. Kaye receives a monthly Verizon billing email which states her bill total and informs her  
26 that her bill will be automatically paid by the payment due date because she has Auto Pay.  
27 Verizon's Auto Pay feature discourages customers from reviewing their monthly bill.  
28 Meanwhile, as alleged above, Verizon's electronic billing, the My Verizon online billing center

1 and payment process, and the full online PDF monthly billing statements are deliberately  
2 designed in a manner to hide and disguise the Administrative Charge. Verizon's monthly  
3 electronic billing process and monthly statements did not inform or adequately disclose to Ms.  
4 Kaye that Verizon was adding an Administrative Charge to her bill each month or disclose the  
5 true nature or basis of the charge.

6 290. Ms. Kaye did not learn of the Administrative Charge's existence until it was  
7 brought to her attention by her counsel in November 2021.

8 291. When Ms. Kaye agreed to purchase her Verizon service plans, she was relying  
9 on Verizon's prominent representations, in each instance, regarding the monthly price of the  
10 service plans. Ms. Kaye did not expect (and she was never told) that Verizon would actually  
11 charge her a so-called Administrative Charge on top of the advertised service plan price or that  
12 the true price of the services would include an additional Administrative Charge for each phone  
13 line which Verizon could and would increase at its desire. That information would have been  
14 material to her. Had she known that information she would not have been willing to pay as  
15 much for her plans and would have acted differently.

16 292. Ms. Kaye has a legal right to rely now, and in the future, on the truthfulness and  
17 accuracy of Verizon's representations and advertisements regarding its wireless service plan  
18 prices. Ms. Kaye believes that she was given the services Verizon promised her—just not at the  
19 price Verizon promised and advertised to her.

20 293. Ms. Kaye remains a Verizon postpaid wireless customer as of this filing.  
21 Ms. Kaye desires to sign up for different Verizon postpaid wireless service plans and Verizon  
22 device installment plans in the future. However, Ms. Kaye wants to be confident that the  
23 advertised and quoted price for Verizon's service plans is the true and full price for the services  
24 (i.e., that it includes all applicable discretionary monthly service charges such as the  
25 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly  
26 service charge (like it did with the Administrative Charge), Ms. Kaye wants to be confident that  
27 Verizon will include the amount of that service charge in the advertised and quoted service plan  
28 price. Ms. Kaye will be harmed if, in the future, she is left to guess as to whether Verizon's

1 representations are accurate and whether there are omissions of material facts regarding the  
2 wireless service plans being advertised and represented to her.

3 **Plaintiff Janette Lisner**

4 294. Plaintiff Janette Lisner is, and at all relevant times has been, a citizen and  
5 resident of Tarzana, California.

6 295. Ms. Lisner has been a continuous Verizon postpaid wireless customer for over  
7 20 years. She initially signed up for Verizon postpaid wireless service in a Verizon corporate-  
8 owned store nearby her home in Tarzana, California. She signed up for a two-year service  
9 contract for one phone line. She also purchased a new phone along with the service contract, as  
10 part of a bundle.

11 296. When Ms. Lisner purchased her wireless service plan, Verizon prominently  
12 advertised and quoted, to Ms. Lisner and the public, that the plan would cost a particular  
13 monthly price. Verizon did not disclose to Ms. Lisner, at any time before or when she signed  
14 up, that Verizon would or might later add an Administrative Charge on top of the advertised  
15 and promised monthly price.

16 297. Verizon has charged Ms. Lisner an Administrative Charge since Verizon first  
17 began sneaking the Administrative Charge into all of its postpaid wireless customers' bills  
18 September 2005. Ms. Lisner did not receive notice or adequate notice that the Administrative  
19 Charge would be charged or regarding the true nature or basis of the charge.

20 298. Verizon has continued to charge Ms. Lisner an Administrative Charge every  
21 month from September 2005 through the present.

22 299. During that time, Verizon has increased the amount of the Administrative  
23 Charge charged to Ms. Lisner several times. Until December 2015, the Administrative Charge  
24 remained under a dollar per line each month. In December 2015, Verizon increased the  
25 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
26 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once  
27 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the  
28 current amount as of this filing.



1           300. Through its imposition of the Administrative Charge, Verizon has for 17 years  
2 charged Ms. Lisner a higher price for her service plans each month than Verizon advertised and  
3 that she was promised and expected to pay.

4           301. Ms. Lisner has changed her Verizon service plan a few times over the years.  
5 Ms. Lisner has also purchased several mobile phones over the years from Verizon.

6           302. Each and every time that Ms. Lisner changed her wireless service plan, Verizon  
7 prominently advertised and quoted, to Ms. Lisner and the public, a particular monthly price for  
8 the wireless service plan, and did not disclose the Administrative Charge. The price that  
9 Verizon quoted and stated to Ms. Lisner did not include the Administrative Charge, nor did it  
10 reflect the true total amount she would be charged each month (inclusive of the Administrative  
11 Charge). Nor did Verizon disclose that the total price would or might increase as a result of  
12 increases to the Administrative Charge. Likewise, each time that Ms. Lisner purchased a new  
13 mobile phone directly from Verizon or at a third party retailer such as Best Buy, at no point  
14 before or during the process was the Administrative Charge disclosed to her.

15           303. Until September 2020, Ms. Lisner had always been enrolled in paper billing, and  
16 she paid her bill each month over the phone with Verizon via Verizon's interactive voice  
17 response system. As described in detail above, Verizon's paper bills do not contain a line item  
18 or a listed amount for the Administrative Charge. And the Administrative Charge was not  
19 disclosed to Ms. Lisner when she paid her bill over the phone each month.

20           304. In September 2020, Verizon unilaterally and automatically, without any request  
21 or action by Ms. Lisner, enrolled Ms. Lisner in electronic billing. Now, Ms. Lisner could only  
22 view her bills online through a My Verizon account; however, she was not able to figure out  
23 how to access her account online and she was thus now unable to access her monthly bills. Ms.  
24 Lisner would only receive an email notification from Verizon informing her that her monthly  
25 service bill was ready to be paid and stating the total dollar amount of the bill. Ms. Lisner  
26 would then call Verizon's interactive voice response system and pay her bill over the phone, as  
27 she had always done. (In December 2021, Ms. Lisner was finally able to access her My  
28 Verizon account via Verizon's smartphone app with the help of her attorneys.)

1           305. Ms. Lisner did not learn of the Administrative Charge's existence until it was  
2 brought to her attention by her counsel in November 2021.

3           306. When Ms. Lisner agreed to purchase her Verizon service plans, she was relying  
4 on Verizon's prominent representations, in each instance, regarding the monthly price of the  
5 service plans. Ms. Lisner did not expect (and she was never told) that Verizon would actually  
6 charge her a so-called Administrative Charge on top of the advertised service plan price or that  
7 the true price of the services would include an additional Administrative Charge for each phone  
8 line which Verizon could and would increase at its desire. That information would have been  
9 material to her. Had she known that information she would not have been willing to pay as  
10 much for her plans and would have acted differently.

11           307. Ms. Lisner has a legal right to rely now, and in the future, on the truthfulness  
12 and accuracy of Verizon's representations and advertisements regarding its wireless service  
13 plan prices. Ms. Lisner believes that she was given the services Verizon promised her—just not  
14 at the price Verizon promised and advertised to her.

15           308. Ms. Lisner remains a Verizon postpaid wireless customer as of this filing.  
16 Ms. Lisner desires to sign up for different Verizon postpaid wireless service plans and Verizon  
17 device installment plans in the future. However, Ms. Lisner wants to be confident that the  
18 advertised and quoted price for Verizon's service plans is the true and full price for the services  
19 (i.e., that it includes all applicable discretionary monthly service charges such as the  
20 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly  
21 service charge (like it did with the Administrative Charge), Ms. Lisner wants to be confident  
22 that Verizon will include the amount of that service charge in the advertised and quoted service  
23 plan price. Ms. Lisner will be harmed if, in the future, she is left to guess as to whether  
24 Verizon's representations are accurate and whether there are omissions of material facts  
25 regarding the wireless service plans being advertised and represented to her.

26 **Plaintiff William Eric Lough**

27           309. Plaintiff William Eric Lough is a citizen and resident of Wildomar, California.

28           310. Mr. Lough has been a continuous Verizon postpaid wireless customer for nearly

1 20 years. He initially signed up for one line of postpaid service in a Verizon corporate-owned  
2 store in Long Beach, California. He also purchased a new phone along with the service  
3 contract, as part of a bundle.

4 311. When Mr. Lough purchased the phone and wireless service plan, Verizon  
5 prominently advertised and quoted, to Mr. Lough and the public, that the plan would cost a  
6 particular monthly price. Verizon did not disclose to Mr. Lough, at any time before or when he  
7 signed up, that Verizon would or might later add an Administrative Charge on top of the  
8 advertised and promised monthly price.

9 312. Verizon has charged Mr. Lough an Administrative Charge since Verizon first  
10 began sneaking the Administrative Charge into all of its postpaid wireless customers' bills  
11 September 2005. Mr. Lough did not receive notice or adequate notice that the Administrative  
12 Charge would be charged or regarding the true nature or basis of the charge.

13 313. Verizon has continued to charge Mr. Lough an Administrative Charge every  
14 month from September 2005 through the present.

15 314. During that time, Verizon has increased the amount of the Administrative  
16 Charge charged to Mr. Lough several times. Until December 2015, the Administrative Charge  
17 remained under a dollar per line each month. In December 2015, Verizon increased the  
18 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
19 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon  
20 increased the Administrative Charge to \$1.95 per line each month, which is the current amount  
21 as of this filing.

22 315. Through its imposition of the Administrative Charge, Verizon has for 17 years  
23 charged Mr. Lough a higher price for his service plan each month than Verizon advertised and  
24 that he was promised and expected to pay.

25 316. Any time Mr. Lough has changed his service plan he visited a Verizon  
26 corporate-owned store in Wildomar, California. Mr. Lough has also purchased several mobile  
27 phones over the years from Verizon. Over the past 8 years, Mr. Lough has purchased his new  
28 Verizon phones from the Verizon kiosk at his local Costco, or at his local Best Buy store. Since

1 2014, Mr. Lough has typically entered into a 24-payment device installment plan for each new  
2 phone he has purchased, where the monthly installment payments were added to his Verizon  
3 bill.

4 317. Each and every time that Mr. Lough changed his wireless service plan, Verizon  
5 prominently advertised and quoted, to Mr. Lough and the public, a particular monthly price for  
6 the wireless service plan, and did not disclose the Administrative Charge. The price that  
7 Verizon quoted and stated to Mr. Lough did not include the Administrative Charge, nor did it  
8 reflect the true total amount he would be charged each month (inclusive of the Administrative  
9 Charge). Nor did Verizon disclose that the total price would or might increase as a result of  
10 increases to the Administrative Charge. Likewise, each time that Mr. Lough purchased a new  
11 mobile phone (either at a Verizon corporate-owned store or at Costco or Best Buy) at no point  
12 before or during the Verizon-created process was the Administrative Charge disclosed to him.

13 318. Mr. Lough receives paper bills, but pays online. Each month, Mr. Lough  
14 receives a paper bill and a text message notification from Verizon informing him that his  
15 monthly service bill is ready. Mr. Lough then visits Verizon's website and logs into his My  
16 Verizon account to pay the bill. Meanwhile, as alleged above, Verizon's electronic billing, the  
17 My Verizon online billing center and payment process, the abridged paper version of the bill,  
18 and the full online PDF monthly billing statements are deliberately designed in a manner to  
19 omit, hide and/or disguise the Administrative Charge.

20 319. Verizon's monthly electronic billing process and monthly statements did not  
21 inform or adequately disclose to Mr. Lough that Verizon was adding an Administrative Charge  
22 to his bill each month or disclose the true nature or basis of the charge.

23 320. Mr. Lough first learned of the Administrative Charge's existence several years  
24 ago. When he first noticed the Administrative Charge on his bill, he believed that it was some  
25 sort of mandatory pass-through charge that could not be waived. As described in detail above,  
26 the first page of the bill falsely states that "Surcharges" (which is how Verizon labels the  
27 Administrative Charge) are to "cover the costs that are billed to us by federal, state or local  
28 governments."

1           321. When Mr. Lough agreed to purchase his Verizon service plans, he was relying  
2 on Verizon's prominent representations, in each instance, regarding the monthly price of the  
3 service plans. Mr. Lough did not expect (and he was never told) that Verizon would actually  
4 charge him a so-called Administrative Charge on top of the advertised service plan price or that  
5 the true price of the services would include an additional Administrative Charge for each phone  
6 line which Verizon could and would increase at its desire. That information would have been  
7 material to him. Had he known that information he would not have been willing to pay as much  
8 for his plans and would have acted differently.

9           322. Mr. Lough has a legal right to rely now, and in the future, on the truthfulness  
10 and accuracy of Verizon's representations and advertisements regarding its wireless service  
11 plan prices. Mr. Lough believes that he was given the services Verizon promised him—just not  
12 at the price Verizon promised and advertised to him.

13           323. Mr. Lough remains a Verizon postpaid wireless customer as of this filing.  
14 Mr. Lough desires to sign up for different Verizon postpaid wireless service plans and Verizon  
15 device installment plans in the future. However, Mr. Lough wants to be confident that the  
16 advertised and quoted price for Verizon's service plans is the true and full price for the services  
17 (i.e., that it includes all applicable discretionary monthly service charges such as the  
18 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly  
19 service charge (like it did with the Administrative Charge), Mr. Lough wants to be confident  
20 that Verizon will include the amount of that service charge in the advertised and quoted service  
21 plan price. Mr. Lough will be harmed if, in the future, he is left to guess as to whether  
22 Verizon's representations are accurate and whether there are omissions of material facts  
23 regarding the wireless service plans being advertised and represented to him.

24 **Plaintiff David Massaro**

25           324. Plaintiff David Massaro is a citizen and resident of Yucaipa, California.

26           325. Mr. Massaro has been a continuous Verizon postpaid wireless customer since  
27 2004, when he signed up for postpaid service in a local Verizon corporate-owned store. He  
28 signed up for two-year service contracts for two lines for himself and his wife. He also

1 purchased two new phones along with the service contracts, as part of a bundle.

2 326. When Mr. Massaro purchased the phones and wireless service plan, Verizon  
3 prominently advertised and quoted, to Mr. Massaro and the public, that the plan would cost a  
4 particular monthly price. Verizon did not disclose to Mr. Massaro, at any time before or when  
5 he signed up, that Verizon would or might later add an Administrative Charge on top of the  
6 advertised and promised monthly price.

7 327. Verizon has charged Mr. Massaro an Administrative Charge since Verizon first  
8 began sneaking the Administrative Charge into all of its postpaid wireless customers' bills  
9 September 2005. Mr. Massaro did not receive notice or adequate notice that the Administrative  
10 Charge would be charged or regarding the true nature or basis of the charge.

11 328. Verizon has continued to charge Mr. Massaro an Administrative Charge every  
12 month from September 2005 through the present.

13 329. During that time, Verizon has increased the amount of the Administrative  
14 Charge charged to Mr. Massaro several times. Until December 2015, the Administrative  
15 Charge remained under a dollar per line each month. In December 2015, Verizon increased the  
16 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
17 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon  
18 increased the Administrative Charge to \$1.95 per line each month, which is the current amount  
19 as of this filing.

20 330. Through its imposition of the Administrative Charge, Verizon has for 17 years  
21 charged Mr. Massaro a higher price for his service plans each month than Verizon advertised  
22 and that he was promised and expected to pay.

23 331. Mr. Massaro has changed his Verizon plan over the years to add two more lines  
24 for his family. Each time Mr. Massaro added a new line, he would do so in-person at a Verizon  
25 corporate-owned store in Yucaipa, California, or over the phone with a Verizon customer  
26 service agent. Mr. Massaro has also purchased several mobile phones over the years from  
27 Verizon, either in-person at a Verizon store, on Verizon's website, or over the phone with a  
28 Verizon customer service agent. Nearly every time since 2014 that Mr. Massaro purchased a

1 new phone from Verizon he entered into a 24-payment device installment plan to pay for the  
2 device. Mr. Massaro is currently on three 24-payment device installment plans for two iPhone  
3 11 phones and an iPhone 12 Pro phone.

4 332. Each and every time that Mr. Massaro changed his wireless service plan,  
5 Verizon prominently advertised and quoted, to Mr. Massaro and the public, a particular  
6 monthly price for the wireless service plan, and did not disclose the Administrative Charge.  
7 The price that Verizon quoted and stated to Mr. Massaro did not include the Administrative  
8 Charge, nor did it reflect the true total amount he would be charged each month (inclusive of  
9 the Administrative Charge). Nor did Verizon disclose that the total price would or might  
10 increase as a result of increases to the Administrative Charge. Likewise, each time that Mr.  
11 Massaro purchased a new mobile phone from Verizon, at no point before or during the process  
12 was the Administrative Charge disclosed to him.

13 333. Mr. Massaro has been signed up for electronic billing and Auto Pay for the past  
14 few years, as Verizon encouraged him to do. Through this billing process, Mr. Massaro  
15 receives a monthly Verizon billing email which states his bill total and informs him that his bill  
16 will be automatically paid by the payment due date because he has Auto Pay. Verizon's Auto  
17 Pay feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged  
18 above, Verizon's electronic billing, the My Verizon online billing center and payment process,  
19 and the full online PDF monthly billing statements are deliberately designed in a manner to  
20 hide and disguise the Administrative Charge. Verizon's monthly electronic billing process and  
21 monthly statements did not inform or adequately disclose to Mr. Massaro that Verizon was  
22 adding an Administrative Charge to his bill each month or disclose the true nature or basis of  
23 the charge.

24 334. Mr. Massaro did not learn of the Administrative Charge's existence until it was  
25 brought to his attention by his counsel in November 2021.

26 335. When Mr. Massaro agreed to purchase his Verizon service plans, he was relying  
27 on Verizon's prominent representations, in each instance, regarding the monthly price of the  
28 service plans. Mr. Massaro did not expect (and he was never told) that Verizon would actually

1 charge him a so-called Administrative Charge on top of the advertised service plan price or that  
2 the true price of the services would include an additional Administrative Charge for each phone  
3 line which Verizon could and would increase at its desire. That information would have been  
4 material to him. Had he known that information he would not have been willing to pay as much  
5 for his plans and would have acted differently.

6 336. Mr. Massaro has a legal right to rely now, and in the future, on the truthfulness  
7 and accuracy of Verizon's representations and advertisements regarding its wireless service  
8 plan prices. Mr. Massaro believes that he was given the services Verizon promised him—just  
9 not at the price Verizon promised and advertised to him.

10 337. Mr. Massaro remains a Verizon postpaid wireless customer as of this filing.  
11 Mr. Massaro desires to sign up for different Verizon postpaid wireless service plans and  
12 Verizon device installment plans in the future. However, Mr. Massaro wants to be confident  
13 that the advertised and quoted price for Verizon's service plans is the true and full price for the  
14 services (i.e., that it includes all applicable discretionary monthly service charges such as the  
15 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly  
16 service charge (like it did with the Administrative Charge), Mr. Massaro wants to be confident  
17 that Verizon will include the amount of that service charge in the advertised and quoted service  
18 plan price. Mr. Massaro will be harmed if, in the future, he is left to guess as to whether  
19 Verizon's representations are accurate and whether there are omissions of material facts  
20 regarding the wireless service plans being advertised and represented to him.

21 **Plaintiff Louise Monsour**

22 338. Plaintiff Louise Monsour is, and at all relevant times has been, a citizen and  
23 resident of Eureka, California.

24 339. Ms. Monsour has been a continuous Verizon postpaid wireless customer for  
25 over 20 years. She initially signed up for Verizon postpaid wireless service in a Verizon  
26 corporate-owned store near her home. She signed up for a two-year service contract for one  
27 line. She also purchased a new phone along with the service contract, as part of a bundle.

28 340. When Ms. Monsour purchased her wireless service plan, Verizon prominently



1 advertised and quoted, to Ms. Monsour and the public, that the plan would cost a particular  
2 monthly price. Verizon did not disclose to Ms. Monsour, at any time before or when she signed  
3 up, that Verizon would or might later add an Administrative Charge on top of the advertised  
4 and promised monthly price.

5 341. Verizon charged Ms. Monsour an Administrative Charge since Verizon first  
6 began sneaking the Administrative Charge into all of its postpaid wireless customers' bills  
7 September 2005. Ms. Monsour did not receive notice or adequate notice that the Administrative  
8 Charge would be charged or regarding the true nature or basis of the charge.

9 342. Verizon has continued to charge Ms. Monsour an Administrative Charge every  
10 month from September 2005 through the present.

11 343. During that time, Verizon has increased the amount of the Administrative  
12 Charge charged to Ms. Monsour several times. Until December 2015, the Administrative  
13 Charge remained under a dollar per line each month. In December 2015, Verizon increased the  
14 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
15 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once  
16 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the  
17 current amount as of this filing.

18 344. Through its imposition of the Administrative Charge, Verizon has for 17 years  
19 charged Ms. Monsour a higher price for her service plans each month than Verizon advertised  
20 and that she was promised and expected to pay.

21 345. Ms. Monsour has changed her Verizon service plan over the years, including  
22 adding a second line (which she removed a couple of years ago). Whenever Ms. Monsour  
23 changed her service plan, she would either visit a Verizon corporate-owned store in California  
24 or call Verizon. Ms. Monsour has also purchased several mobile phones over the years from  
25 Verizon. Prior to 2014, Ms. Monsour would commit to 2-year service contracts with Verizon  
26 each time she purchased a mobile phone. On or after 2014, Ms. Monsour typically purchased  
27 new phones from Verizon on 24-payment device installment plans where the payments were  
28 added to her monthly Verizon bill.

1           346. Each and every time that Ms. Monsour changed her wireless service plan,  
2 Verizon prominently advertised and quoted, to Ms. Monsour and the public, a particular  
3 monthly price for the wireless service plan, and did not disclose the Administrative Charge.  
4 The price that Verizon quoted and stated to Ms. Monsour did not include the Administrative  
5 Charge, nor did it reflect the true total amount she would be charged each month (inclusive of  
6 the Administrative Charge). Nor did Verizon disclose that the total price would or might  
7 increase as a result of increases to the Administrative Charge. Likewise, each time that Ms.  
8 Monsour purchased a new mobile phone from Verizon, at no point before or during the process  
9 was the Administrative Charge disclosed to her.

10           347. Ms. Monsour has been signed up for electronic billing and Auto Pay for the past  
11 few years, as Verizon encouraged her to do. Through this billing process, Ms. Monsour  
12 receives a monthly Verizon billing email which states her bill total and informs her that her bill  
13 will be automatically paid by the payment due date because she has Auto Pay. Verizon's Auto  
14 Pay feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged  
15 above, Verizon's electronic billing, the My Verizon online billing center and payment process,  
16 and the full online PDF monthly billing statements are deliberately designed in a manner to  
17 hide and disguise the Administrative Charge. Verizon's monthly electronic billing process and  
18 monthly statements did not inform or adequately disclose to Ms. Monsour that Verizon was  
19 adding an Administrative Charge to her bill each month or disclose the true nature or basis of  
20 the charge.

21           348. Ms. Monsour did not learn of the Administrative Charge's existence until it was  
22 brought to her attention by her counsel in November 2021.

23           349. When Ms. Monsour agreed to purchase her Verizon service plans, she was  
24 relying on Verizon's prominent representations, in each instance, regarding the monthly price  
25 of the service plans. Ms. Monsour did not expect (and she was never told) that Verizon would  
26 actually charge her a so-called Administrative Charge on top of the advertised service plan  
27 price or that the true price of the services would include an additional Administrative Charge  
28 for each phone line which Verizon could and would increase at its desire. That information

1 would have been material to her. Had she known that information she would not have been  
2 willing to pay as much for her plans and would have acted differently.

3 350. Ms. Monsour has a legal right to rely now, and in the future, on the truthfulness  
4 and accuracy of Verizon's representations and advertisements regarding its wireless service  
5 plan prices. Ms. Monsour believes that she was given the services Verizon promised her—just  
6 not at the price Verizon promised and advertised to her.

7 351. Ms. Monsour remains a Verizon postpaid wireless customer as of this filing. Ms.  
8 Monsour does not have feasible options other than Verizon for good wireless service coverage  
9 in her geographic area in Eureka, California. Ms. Monsour desires to sign up for different  
10 Verizon postpaid wireless service plans and Verizon device installment plans in the future.  
11 However, Ms. Monsour wants to be confident that the advertised and quoted price for  
12 Verizon's service plans is the true and full price for the services (i.e., that it includes all  
13 applicable discretionary monthly service charges such as the Administrative Charge). And, if  
14 Verizon introduces any new or invented discretionary monthly service charge (like it did with  
15 the Administrative Charge), Ms. Monsour wants to be confident that Verizon will include the  
16 amount of that service charge in the advertised and quoted service plan price. Ms. Monsour will  
17 be harmed if, in the future, she is left to guess as to whether Verizon's representations are  
18 accurate and whether there are omissions of material facts regarding the wireless service plans  
19 being advertised and represented to her.

20 **Plaintiff Darleen Perez**

21 352. Plaintiff Darleen Perez is, and at all relevant times has been, a citizen and  
22 resident of Long Beach, California.

23 353. Ms. Perez has been a continuous Verizon postpaid wireless customer since at  
24 least 2004. She initially signed up for Verizon postpaid wireless service in a Verizon corporate-  
25 owned store located near her home. She signed up for a two-year service contract for one line  
26 of service. She also purchased a new phone along with the service contract, as part of a bundle.

27 354. When Ms. Perez purchased her wireless service plan, Verizon prominently  
28 advertised and quoted, to Ms. Perez and the public, that the plan would cost a particular

1 monthly price. Verizon did not disclose to Ms. Perez, at any time before or when she signed up,  
2 that Verizon would or might later add an Administrative Charge on top of the advertised and  
3 promised monthly price.

4 355. Verizon charged Ms. Perez an Administrative Charge since Verizon first began  
5 sneaking the Administrative Charge into all of its postpaid wireless customers' bills September  
6 2005. Ms. Perez did not receive notice or adequate notice that the Administrative Charge would  
7 be charged or regarding the true nature or basis of the charge.

8 356. Verizon has continued to charge Ms. Perez an Administrative Charge every  
9 month from September 2005 through the present.

10 357. During that time, Verizon has increased the amount of the Administrative  
11 Charge charged to Ms. Perez several times. Until December 2015, the Administrative Charge  
12 remained under a dollar per line each month. In December 2015, Verizon increased the  
13 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
14 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once  
15 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the  
16 current amount as of this filing.

17 358. Through its imposition of the Administrative Charge, Verizon has for 17 years  
18 charged Ms. Perez a higher price for her service plans each month than Verizon advertised and  
19 that she was promised and expected to pay.

20 359. Ms. Perez has changed her Verizon service plan a few times over the years,  
21 including adding a second line for her Apple Watch and changing her plan to Verizon's "Get  
22 More Unlimited 5G UW" plan in 2020. Ms. Perez has also purchased several mobile phones  
23 over the years from Verizon. Prior to 2014, Ms. Perez would commit to 2-year service contracts  
24 with Verizon each time she purchased a mobile phone. On or after 2014, Ms. Perez typically  
25 purchased new phones from Verizon on 24-payment device installment plans. Ms. Perez is  
26 currently on a 24-payment device installment plan for her iPhone 12 Pro Max. Nearly every  
27 time since 2010 that Ms. Perez changed her wireless service plan or purchased a new mobile  
28 phone, she did so through Verizon's website.

1           360. Each and every time that Ms. Perez changed her wireless service plan, Verizon  
2 prominently advertised and quoted, to Ms. Perez and the public, a particular monthly price for  
3 the wireless service plan, and did not disclose the Administrative Charge. The price that  
4 Verizon quoted and represented to Ms. Perez did not include the Administrative Charge, nor  
5 did it reflect the true total amount she would be charged each month (inclusive of the  
6 Administrative Charge). Nor did Verizon disclose that the total price would or might increase  
7 as a result of increases to the Administrative Charge. Likewise, each time that Ms. Perez  
8 purchased a new mobile phone from Verizon, at no point before or during the process was the  
9 Administrative Charge disclosed to her.

10           361. For many years, Ms. Perez has been signed up for electronic billing, as Verizon  
11 encouraged her to do. Each month, Ms. Perez receives an email notification and a text message  
12 from Verizon informing her that her monthly service bill is ready and stating only the total  
13 dollar amount of the bill. Ms. Perez then uses the My Verizon smartphone app to log into her  
14 My Verizon account to pay the bill. As alleged above, Verizon's electronic billing, the My  
15 Verizon online billing center and payment process, and the full online PDF monthly billing  
16 statements are deliberately designed in a manner to hide and disguise the Administrative  
17 Charge. Verizon's monthly electronic billing process and monthly statements did not inform or  
18 adequately disclose to Ms. Perez that Verizon was adding an Administrative Charge to her bill  
19 each month or disclose the true nature or basis of the charge.

20           362. Ms. Perez did not learn of the Administrative Charge's existence until it was  
21 brought to her attention by her counsel in December 2021.

22           363. When Ms. Perez agreed to purchase her Verizon service plans, she was relying  
23 on Verizon's prominent representations, in each instance, regarding the monthly price of the  
24 service plans. Ms. Perez did not expect (and she was never told) that Verizon would actually  
25 charge her a so-called Administrative Charge on top of the advertised service plan price or that  
26 the true price of the services would include an additional Administrative Charge for each phone  
27 line which Verizon could and would increase at its desire. That information would have been  
28 material to her. Had she known that information she would not have been willing to pay as

1 much for her plans and would have acted differently.

2 364. Ms. Perez has a legal right to rely now, and in the future, on the truthfulness and  
3 accuracy of Verizon's representations and advertisements regarding its wireless service plan  
4 prices. Ms. Perez believes that she was given the services Verizon promised her—just not at the  
5 price Verizon promised and advertised to her.

6 365. Ms. Perez remains a Verizon postpaid wireless customer as of this filing.  
7 Ms. Perez desires to sign up for different Verizon postpaid wireless service plans and Verizon  
8 device installment plans in the future. However, Ms. Perez wants to be confident that the  
9 advertised and quoted price for Verizon's service plans is the true and full price for the services  
10 (i.e., that it includes all applicable discretionary monthly service charges such as the  
11 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly  
12 service charge (like it did with the Administrative Charge), Ms. Perez wants to be confident  
13 that Verizon will include the amount of that service charge in the advertised and quoted service  
14 plan price. Ms. Perez will be harmed if, in the future, she is left to guess as to whether  
15 Verizon's representations are accurate and whether there are omissions of material facts  
16 regarding the wireless service plans being advertised and represented to her.

17 **Plaintiff Gabrielle Pozzuoli**

18 366. Plaintiff Gabrielle Pozzuoli is currently a citizen and resident of Woodland  
19 Hills, California.

20 367. Ms. Pozzuoli has been a continuous Verizon postpaid wireless customer since at  
21 least 2004. Ms. Pozzuoli initially signed up for Verizon postpaid wireless service in a Verizon  
22 corporate-owned store in California. At that time, Ms. Pozzuoli signed up for a two-year  
23 service contract for one wireless line. She also purchased a new phone along with the service  
24 contract, as part of a bundle. (When Ms. Pozzuoli first signed up, she did so under her previous  
25 name, Gabrielle Davis. This is still the name on her Verizon account.)

26 368. When Ms. Pozzuoli purchased her wireless service plan, Verizon prominently  
27 advertised and quoted, to Ms. Pozzuoli and the public, that the plan would cost a particular  
28 monthly price. Verizon did not disclose to Ms. Pozzuoli, at any time before or when she signed

1 up, that Verizon would or might later add an Administrative Charge on top of the advertised  
2 and promised monthly price.

3 369. Verizon charged Ms. Pozzuoli an Administrative Charge since Verizon first  
4 began sneaking the Administrative Charge into all of its postpaid wireless customers' bills  
5 September 2005. Ms. Pozzuoli did not receive notice or adequate notice that the Administrative  
6 Charge would be charged or regarding the true nature or basis of the charge.

7 370. Verizon has continued to charge Ms. Pozzuoli an Administrative Charge every  
8 month from September 2005 through the present.

9 371. During that time, Verizon has increased the amount of the Administrative  
10 Charge charged to Ms. Pozzuoli several times. Until December 2015, the Administrative  
11 Charge remained under a dollar per line each month. In December 2015, Verizon increased the  
12 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
13 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once  
14 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the  
15 current amount as of this filing.

16 372. Through its imposition of the Administrative Charge, Verizon has for 17 years  
17 charged Ms. Pozzuoli a higher price for her service plans each month than Verizon advertised  
18 and that she was promised and expected to pay.

19 373. Ms. Pozzuoli has changed her Verizon service plan several times over the years,  
20 including adding three more lines to her account. Most recently, on or around October 2021  
21 Ms. Pozzuoli changed her service plan to Verizon's "Play More Unlimited 5G UW" plan when  
22 she purchased two new iPhone 13 phones at the Apple Store; Ms. Pozzuloli then had to  
23 complete the service plan change at a Verizon corporate-owned store due to some problem with  
24 the plan change in the Apple Store.

25 374. Ms. Pozzuoli has also purchased several mobile phones over the years directly  
26 from Verizon or from the Apple Store. Prior to 2014, Ms. Pozzuoli would commit to 2-year  
27 service contracts with Verizon each time she purchased a mobile phone. On or after 2014, Ms.  
28 Pozzuoli typically purchased new phones for her Verizon account on device installment plans,

1 where the monthly installment payments were added to her Verizon bill. Mostly recently, when  
2 she purchased the two new iPhone 13 phones in October 2021, Ms. Pozzuoli entered into 30-  
3 payment device installment plans for each of the phones.

4 375. Each and every time that Ms. Pozzuoli changed her wireless service plan,  
5 Verizon prominently advertised and quoted, to Ms. Pozzuoli and the public, a particular  
6 monthly price for the wireless service plan, and did not disclose the Administrative Charge.  
7 The price that Verizon quoted and stated to Ms. Pozzuoli (including via the Verizon-created  
8 process utilized at the Apple Store) did not include the Administrative Charge, nor did it reflect  
9 the true total amount she would be charged each month (inclusive of the Administrative  
10 Charge). Nor did Verizon disclose that the total price would or might increase as a result of  
11 increases to the Administrative Charge. Likewise, each time that Ms. Pozzuoli purchased a new  
12 mobile phone from Verizon or from the Apple Store, at no point before or during the process  
13 was the Administrative Charge disclosed to her.

14 376. Ms. Pozzuoli has been signed up for electronic billing and Auto Pay for the past  
15 few years, as Verizon encouraged her to do. Through this billing process, Ms. Pozzuoli receives  
16 a monthly Verizon billing email which states her bill total and informs her that her bill will be  
17 automatically paid by the payment due date because she has Auto Pay. Verizon's Auto Pay  
18 feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged above,  
19 Verizon's electronic billing, the My Verizon online billing center and payment process, and the  
20 full online PDF monthly billing statements are deliberately designed in a manner to hide and  
21 disguise the Administrative Charge. Verizon's monthly electronic billing process and monthly  
22 statements did not inform or adequately disclose to Ms. Pozzuoli that Verizon was adding an  
23 Administrative Charge to her bill each month or disclose the true nature or basis of the charge.

24 377. Ms. Pozzuoli did not learn of the Administrative Charge's existence until it was  
25 brought to her attention by her counsel in December 2021.

26 378. When Ms. Pozzuoli agreed to purchase her Verizon service plans, she was  
27 relying on Verizon's prominent representations, in each instance, regarding the monthly price  
28 of the service plans. Ms. Pozzuoli did not expect (and she was never told) that Verizon would



1 actually charge her a so-called Administrative Charge on top of the advertised service plan  
2 price or that the true price of the services would include an additional Administrative Charge  
3 for each phone line which Verizon could and would increase at its desire. That information  
4 would have been material to her. Had she known that information she would not have been  
5 willing to pay as much for her plans and would have acted differently.

6 379. Ms. Pozzuoli has a legal right to rely now, and in the future, on the truthfulness  
7 and accuracy of Verizon's representations and advertisements regarding its wireless service  
8 plan prices. Ms. Pozzuoli believes that she was given the services Verizon promised her—just  
9 not at the price Verizon promised and advertised to her.

10 380. Ms. Pozzuoli remains a Verizon postpaid wireless customer as of this filing. Ms.  
11 Pozzuoli desires to sign up for different Verizon postpaid wireless service plans and Verizon  
12 device installment plans in the future. However, Ms. Pozzuoli wants to be confident that the  
13 advertised and quoted price for Verizon's service plans is the true and full price for the services  
14 (i.e., that it includes all applicable discretionary monthly service charges such as the  
15 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly  
16 service charge (like it did with the Administrative Charge), Ms. Pozzuoli wants to be confident  
17 that Verizon will include the amount of that service charge in the advertised and quoted service  
18 plan price. Ms. Pozzuoli will be harmed if, in the future, she is left to guess as to whether  
19 Verizon's representations are accurate and whether there are omissions of material facts  
20 regarding the wireless service plans being advertised and represented to her.

21 **Plaintiff Valerie Reed**

22 381. Plaintiff Valerie Reed is, and at all relevant times has been, a citizen and  
23 resident of Eureka, California.

24 382. Ms. Reed has been a continuous Verizon postpaid wireless customer since at  
25 least 2017. She initially signed up for Verizon postpaid wireless service in a Verizon corporate-  
26 owned store located in Eureka, California. When she signed up for service, she also purchased  
27 several mobile phones on 24-payment device installment plans. She currently has six lines of  
28 wireless service.

1           383. When Ms. Reed purchased her wireless service plan, Verizon prominently  
2 advertised and quoted, to Ms. Reed and the public, that the plan would cost a particular  
3 monthly price. Verizon did not disclose to Ms. Reed, at any time before or when she signed up,  
4 that Verizon would charge her the Administrative Charge on top of the advertised and promised  
5 monthly price.

6           384. Verizon charged Ms. Reed an Administrative Charge beginning on her first bill.  
7 Ms. Reed did not receive notice or adequate notice that the Administrative Charge would be  
8 charged or regarding the true nature or basis of the charge.

9           385. Verizon has continued to charge Ms. Reed an Administrative Charge every  
10 month from 2017 through the present.

11           386. During that time, Verizon has increased the amount of the Administrative  
12 Charge charged to Ms. Reed at least twice. In August 2019, Verizon raised the Administrative  
13 Charge from \$1.23 to \$1.78 per line each month. In August 2020, Verizon once again increased  
14 the Administrative Charge, this time to \$1.95 per line each month, which is the current amount  
15 as of this filing.

16           387. Through its imposition of the Administrative Charge, Verizon has for 5 years  
17 charged Ms. Reed a higher price for her service plans each month than Verizon advertised and  
18 that she was promised and expected to pay.

19           388. Ms. Reed has changed her Verizon service plan several times over the years,  
20 including adding more lines for her family and changing her plan to Verizon's "Get More  
21 Unlimited" plan. Ms. Reed has also purchased several mobile phones directly from Verizon  
22 over the years. Ms. Reed typically purchased new phones from Verizon on 24-payment device  
23 installment plans. Ms. Reed is currently on three 24-payment device installment plans for her  
24 iPhone 12 Pro, iPhone 11 Pro Max, and iPhone SE 2020. Ms. Reed typically changed her  
25 wireless service plan and purchased new phones by calling Verizon customer service.

26           389. Each and every time that Ms. Reed changed her wireless service plan, Verizon  
27 prominently advertised and quoted, to Ms. Reed and the public, a particular monthly price for  
28 the wireless service plan, and did not disclose the Administrative Charge. The price that

1 Verizon quoted and stated to Ms. Reed did not include the Administrative Charge, nor did it  
2 reflect the true total amount she would be charged each month (inclusive of the Administrative  
3 Charge). Nor did Verizon disclose that the total price would or might increase as a result of  
4 increases to the Administrative Charge. Likewise, each time that Ms. Reed purchased a new  
5 mobile phone from Verizon, at no point before or during the process was the Administrative  
6 Charge disclosed to her.

7 390. Ms. Reed has been signed up for electronic billing and Auto Pay for the past few  
8 years, as Verizon encouraged her to do. Through this billing process, Ms. Reed receives a  
9 monthly Verizon billing email which states her bill total and informs her that her bill will be  
10 automatically paid by the payment due date because she has Auto Pay. Verizon's Auto Pay  
11 feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged above,  
12 Verizon's electronic billing, the My Verizon online billing center and payment process, and the  
13 full online PDF monthly billing statements are deliberately designed in a manner to hide and  
14 disguise the Administrative Charge. Verizon's monthly electronic billing process and monthly  
15 statements did not inform or adequately disclose to Ms. Reed that Verizon was adding an  
16 Administrative Charge to her bill each month or disclose the true nature or basis of the charge.

17 391. Ms. Reed did not learn of the Administrative Charge's existence until it was  
18 brought to her attention by her counsel in November 2021.

19 392. When Ms. Reed agreed to purchase her Verizon service plans, she was relying  
20 on Verizon's prominent representations, in each instance, regarding the monthly price of the  
21 service plans. Ms. Reed did not expect (and she was never told) that Verizon would actually  
22 charge her a so-called Administrative Charge on top of the advertised service plan price or that  
23 the true price of the services would include an additional Administrative Charge for each phone  
24 line which Verizon could and would increase at its desire. That information would have been  
25 material to her. Had she known that information she would not have been willing to pay as  
26 much for her plans and would have acted differently.

27 393. Ms. Reed has a legal right to rely now, and in the future, on the truthfulness and  
28 accuracy of Verizon's representations and advertisements regarding its wireless service plan

1 prices. Ms. Reed believes that she was given the services Verizon promised her—just not at the  
2 price Verizon promised and advertised to her.

3       394. Ms. Reed remains a Verizon postpaid wireless customer as of this filing.  
4 Ms. Reed does not have feasible options other than Verizon for good wireless service coverage  
5 in her geographic area in Eureka, California. Ms. Reed desires to sign up for different Verizon  
6 postpaid wireless service plans and Verizon device installment plans in the future. However,  
7 Ms. Reed wants to be confident that the advertised and quoted price for Verizon’s service plans  
8 is the true and full price for the services (i.e., that it includes all applicable discretionary  
9 monthly service charges such as the Administrative Charge). And, if Verizon introduces any  
10 new or invented discretionary monthly service charge (like it did with the Administrative  
11 Charge), Ms. Reed wants to be confident that Verizon will include the amount of that service  
12 charge in the advertised and quoted service plan price. Ms. Reed will be harmed if, in the  
13 future, she is left to guess as to whether Verizon’s representations are accurate and whether  
14 there are omissions of material facts regarding the wireless service plans being advertised and  
15 represented to her.

16 **Plaintiff Bruce Schramm**

17       395. Plaintiff Bruce Schramm is a citizen and resident of Tarzana, California.

18       396. Mr. Schramm has been a continuous Verizon postpaid wireless customer for  
19 over 19 years. On or around 2002, Mr. Schramm signed up for one line of Verizon postpaid  
20 service at a RadioShack store in California. He signed up for a service contract with Verizon  
21 that was at least one year in length. He also purchased a new phone along with the service  
22 contract, as part of a bundle.

23       397. To sign up for the service plan, Mr. Schramm completed a Verizon-created  
24 process at the RadioShack store. When Mr. Schramm purchased the wireless service plan,  
25 Verizon prominently advertised and quoted, to Mr. Schramm and the public, that the plan  
26 would cost a particular monthly price. Mr. Schramm was not informed, at any time before or  
27 when he signed up, that Verizon would or might later add an Administrative Charge on top of  
28 the advertised and promised monthly price.

1           398. Verizon first began charging Mr. Schramm an Administrative Charge September  
2 2005. Mr. Schramm did not receive notice or adequate notice that the Administrative Charge  
3 would be charged or regarding the true nature or basis of the charge.

4           399. Verizon has continued to charge Mr. Schramm an Administrative Charge every  
5 month from September 2005 through the present.

6           400. During that time, Verizon has increased the amount of the Administrative  
7 Charge charged to Mr. Schramm several times. Until December 2015, the Administrative  
8 Charge remained under a dollar per line each month. In December 2015, Verizon increased the  
9 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
10 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon  
11 increased the Administrative Charge to \$1.95 per line each month, which is the current amount  
12 as of this filing.

13           401. Through its imposition of the Administrative Charge, Verizon has for 17 years  
14 charged Mr. Schramm a higher price for his service plans each month than Verizon advertised  
15 and that he was promised and expected to pay.

16           402. Mr. Schramm has changed his Verizon plan a few times over the years,  
17 including adding three more lines for his family around 2011 (his daughter has since left his  
18 Verizon plan, so Mr. Schramm currently has a total of three lines of service). Every time Mr.  
19 Schramm changed his Verizon plan, he would do so at a Verizon corporate-owned store in  
20 California. Mr. Schramm has also purchased several mobile phones over the years from  
21 Verizon. From 2014 up until a few years ago, each time Mr. Schramm purchased a new phone  
22 from Verizon he entered into a 24-payment device installment plan to pay for the phone.  
23 However, a few years ago Verizon informed him that going forward, in order to sign up for  
24 Verizon's device installment plans he would have to switch his older service plan to a newer  
25 Verizon "Unlimited" plan—which he did not want to do. Thus, for the past few years, in order  
26 to keep his existing service plan, Mr. Schramm has paid upfront (without an installment plan)  
27 for all of his new phones at a Verizon corporate-owned store or at the Apple Store.

28           403. Each and every time that Mr. Schramm changed his wireless service plan,

1 Verizon prominently advertised and quoted, to Mr. Schramm and the public, a particular  
2 monthly price for the wireless service plan, and did not disclose the Administrative Charge.  
3 The price that Verizon quoted and stated to Mr. Schramm did not include the Administrative  
4 Charge, nor did it reflect the true total amount he would be charged each month (inclusive of  
5 the Administrative Charge). Nor did Verizon disclose that the total price would or might  
6 increase as a result of increases to the Administrative Charge. Likewise, each time that Mr.  
7 Schramm purchased a new mobile phone directly from Verizon or at the Apple Store, at no  
8 point before or during the process was the Administrative Charge disclosed to him.

9 404. Mr. Schramm has been signed up for electronic billing and Auto Pay for at least  
10 the last year, as Verizon encouraged him to do. Through this billing process, Mr. Schramm  
11 receives a monthly Verizon text message which states his bill total and informs him that his bill  
12 will be automatically paid by the payment due date because he has Auto Pay. Verizon's Auto  
13 Pay feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged  
14 above, Verizon's electronic billing, the My Verizon online billing center and payment process,  
15 and the full online PDF monthly billing statements are deliberately designed in a manner to  
16 hide and disguise the Administrative Charge. Verizon's monthly electronic billing process and  
17 monthly statements did not inform or adequately disclose to Mr. Schramm that Verizon was  
18 adding an Administrative Charge to his bill each month or disclose the true nature or basis of  
19 the charge.

20 405. Mr. Schramm first learned of the Administrative Charge's existence several  
21 years ago. When he first noticed the Administrative Charge on his bill, he did not understand  
22 what it was for, but believed that it was a mandatory charge that could not be waived. As  
23 described in detail above, the first page of the bill falsely states that "Surcharges" (which is  
24 how Verizon labels the Administrative Charge) are to "cover the costs that are billed to us by  
25 federal, state or local governments."

26 406. When Mr. Schramm agreed to purchase his Verizon service plans, he was  
27 relying on Verizon's prominent representations, in each instance, regarding the monthly price  
28 of the service plans. Mr. Schramm did not expect (and he was never told) that Verizon would

1 actually charge him a so-called Administrative Charge on top of the advertised service plan  
2 price or that the true price of the services would include an additional Administrative Charge  
3 for each phone line which Verizon could and would increase at its desire. That information  
4 would have been material to him. Had he known that information he would not have been  
5 willing to pay as much for his plans and would have acted differently.

6 407. Mr. Schramm has a legal right to rely now, and in the future, on the truthfulness  
7 and accuracy of Verizon's representations and advertisements regarding its wireless service  
8 plan prices. Mr. Schramm believes that he was given the services Verizon promised him—just  
9 not at the price Verizon promised and advertised to him.

10 408. Mr. Schramm remains a Verizon postpaid wireless customer as of this filing.  
11 Mr. Schramm desires to sign up for different Verizon postpaid wireless service plans and  
12 Verizon device installment plans in the future. However, Mr. Schramm wants to be confident  
13 that the advertised and quoted price for Verizon's service plans is the true and full price for the  
14 services (i.e., that it includes all applicable discretionary monthly service charges such as the  
15 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly  
16 service charge (like it did with the Administrative Charge), Mr. Schramm wants to be confident  
17 that Verizon will include the amount of that service charge in the advertised and quoted service  
18 plan price. Mr. Schramm will be harmed if, in the future, he is left to guess as to whether  
19 Verizon's representations are accurate and whether there are omissions of material facts  
20 regarding the wireless service plans being advertised and represented to him.

21 **Plaintiff Kerry Showalter**

22 409. Plaintiff Kerry Showalter is a citizen and resident of Newbury Park, California.

23 410. Mr. Showalter has been a continuous Verizon postpaid wireless customer since  
24 2001, when he signed up for two lines of postpaid service in a Verizon corporate-owned store  
25 in California. He also purchased two new phones along with the service contracts, as part of a  
26 bundle.

27 411. When Mr. Showalter purchased the wireless service plan, Verizon prominently  
28 advertised and quoted, to Mr. Showalter and the public, that the plan would cost a particular

1 monthly price. Verizon did not disclose to Mr. Showalter, at any time before or when he signed  
2 up, that Verizon would or might later add an Administrative Charge on top of the advertised  
3 and promised monthly price.

4 412. Verizon charged Mr. Showalter an Administrative Charge since Verizon first  
5 began sneaking the Administrative Charge into all of its postpaid wireless customers' bills  
6 September 2005. Mr. Showalter did not receive notice or adequate notice that the  
7 Administrative Charge would be charged or regarding the true nature or basis of the charge.

8 413. Verizon has continued to charge Mr. Showalter an Administrative Charge every  
9 month from September 2005 through the present.

10 414. During that time, Verizon has increased the amount of the Administrative  
11 Charge charged to Mr. Showalter several times. Until December 2015, the Administrative  
12 Charge remained under a dollar per line each month. In December 2015, Verizon increased the  
13 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
14 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon  
15 increased the Administrative Charge to \$1.95 per line each month, which is the current amount  
16 as of this filing.

17 415. Through its imposition of the Administrative Charge, Verizon has for 17 years  
18 charged Mr. Showalter a higher price for his service plans each month than Verizon advertised  
19 and that he was promised and expected to pay.

20 416. Mr. Showalter has changed his Verizon plan several times over the years,  
21 including adding a third line for his son (the third line was removed around six years ago).  
22 Also, around 10 years ago, he put the Verizon account under his wife's name, Lisa Showalter  
23 so that they could enjoy an employer discount. However, Mr. Showalter has always been the  
24 person who managed and made payments on the Verizon account.

25 417. Mr. Showalter has also purchased several mobile phones over the years directly  
26 from Verizon. Since 2014, when Mr. Showalter purchased a new phone from Verizon he  
27 typically entered into a 24-payment device installment plan. Recently, Mr. Showalter has  
28 purchased several new phones by paying upfront (without a device installment plan) from



1 third-party vendors including on Amazon.com.

2 418. Each and every time that Mr. Showalter changed his wireless service plan,  
3 Verizon prominently advertised and quoted, to Mr. Showalter and the public, a particular  
4 monthly price for the wireless service plan, and did not disclose the Administrative Charge.  
5 The price that Verizon quoted and stated to Mr. Showalter did not include the Administrative  
6 Charge, nor did it reflect the true total amount he would be charged each month (inclusive of  
7 the Administrative Charge). Nor did Verizon disclose that the total price would or might  
8 increase as a result of increases to the Administrative Charge. Likewise, each time that Mr.  
9 Showalter purchased a new mobile phone from Verizon, at no point before or during the  
10 process was the Administrative Charge disclosed to him.

11 419. Mr. Showalter has always been enrolled in paper billing, and he pays his bills by  
12 logging into his My Verizon account online. As described in detail above, Verizon's paper bills  
13 do not contain a line item or a listed amount for the Administrative Charge. And, as alleged  
14 above, Verizon's electronic billing, the My Verizon online billing center and payment process,  
15 and the full online PDF monthly billing statements are deliberately designed in a manner to  
16 hide and disguise the Administrative Charge. Verizon's monthly electronic billing process and  
17 monthly statements did not inform or adequately disclose to Mr. Showalter that Verizon was  
18 adding an Administrative Charge to his bill each month or disclose the true nature or basis of  
19 the charge.

20 420. Mr. Showalter does not recall learning of the Administrative Charge's existence  
21 until it was brought to his attention by his counsel in November 2021.

22 421. When Mr. Showalter agreed to purchase his Verizon service plans, he was  
23 relying on Verizon's prominent representations, in each instance, regarding the monthly price  
24 of the service plans. Mr. Showalter did not expect (and he was never told) that Verizon would  
25 actually charge him a so-called Administrative Charge on top of the advertised service plan  
26 price or that the true price of the services would include an additional Administrative Charge  
27 for each phone line which Verizon could and would increase at its desire. That information  
28 would have been material to him. Had he known that information he would not have been

1 willing to pay as much for his plans and would have acted differently.

2 422. Mr. Showalter has a legal right to rely now, and in the future, on the truthfulness  
3 and accuracy of Verizon's representations and advertisements regarding its wireless service  
4 plan prices. Mr. Showalter believes that he was given the services Verizon promised him—just  
5 not at the price Verizon promised and advertised to him.

6 423. Mr. Showalter remains a Verizon postpaid wireless customer as of this filing.  
7 Mr. Showalter desires to sign up for different Verizon postpaid wireless service plans in the  
8 future. However, Mr. Showalter wants to be confident that the advertised and quoted price for  
9 Verizon's service plans is the true and full price for the services (i.e., that it includes all  
10 applicable discretionary monthly service charges such as the Administrative Charge). And, if  
11 Verizon introduces any new or invented discretionary monthly service charge (like it did with  
12 the Administrative Charge), Mr. Showalter wants to be confident that Verizon will include the  
13 amount of that service charge in the advertised and quoted service plan price. Mr. Showalter  
14 will be harmed if, in the future, he is left to guess as to whether Verizon's representations are  
15 accurate and whether there are omissions of material facts regarding the wireless service plans  
16 being advertised and represented to him.

17 **Plaintiff John St.Jarre**

18 424. Plaintiff John St.Jarre is a citizen and resident of Wildomar, California.

19 425. Mr. St.Jarre has been a continuous Verizon postpaid wireless customer for over  
20 20 years. He initially signed up for Verizon postpaid service in a Verizon corporate-owned  
21 store in California. He signed up for a two-year service contract for one line. He also purchased  
22 a new phone along with the service contract, as part of a bundle.

23 426. When Mr. St.Jarre purchased the phone and wireless service plan, Verizon  
24 prominently advertised and quoted, to Mr. St.Jarre and the public, that the plan would cost a  
25 particular monthly price. Verizon did not disclose to Mr. St.Jarre, at any time before or when he  
26 signed up, that Verizon would or might later add an Administrative Charge on top of the  
27 advertised and promised monthly price.

28 427. Verizon charged Mr. St.Jarre an Administrative Charge since Verizon first

1 began sneaking the Administrative Charge into all of its postpaid wireless customers' bills  
2 September 2005. Mr. St.Jarre did not receive notice or adequate notice that the Administrative  
3 Charge would be charged or regarding the true nature or basis of the charge.

4 428. Verizon has continued to charge Mr. St.Jarre an Administrative Charge every  
5 month from September 2005 through the present.

6 429. During that time, Verizon has increased the amount of the Administrative  
7 Charge charged to Mr. St.Jarre several times. Until December 2015, the Administrative Charge  
8 remained under a dollar per line each month. In December 2015, Verizon increased the  
9 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
10 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon  
11 increased the Administrative Charge to \$1.95 per line each month, which is the current amount  
12 as of this filing.

13 430. Through its imposition of the Administrative Charge, Verizon has for 17 years  
14 charged Mr. St.Jarre a higher price for his service plans each month than Verizon advertised  
15 and that he was promised and expected to pay.

16 431. Mr. St.Jarre has changed his Verizon service plan a few times over the years,  
17 including changing his plan to Verizon's "Go Unlimited" plan around 2017. Mr. St.Jarre has  
18 typically changed his service plan at a Verizon corporate-owned store. Mr. St.Jarre has also  
19 purchased a few mobile phones over the years for his Verizon account. Prior to 2013, Mr.  
20 St.Jarre purchased phones directly from Verizon, typically in a Verizon corporate-owned store.  
21 After 2013, Mr. St.Jarre purchased new phones from his local Costco for use with his Verizon  
22 account, including two or three iPhones. Prior to 2016, Mr. St.Jarre would commit to 2-year  
23 service contracts with Verizon each time he purchased a mobile phone, and he would pay for  
24 his phone upfront. When Mr. St.Jarre purchased his current iPhone 7 from Costco in or around  
25 2017, he purchased the phone on a monthly installment plan which was charged to his Verizon  
26 monthly bill.

27 432. Each and every time that Mr. St.Jarre changed his wireless service plan, Verizon  
28 prominently advertised and quoted, to Mr. St.Jarre and the public, a particular monthly price for

1 the wireless service plan, and did not disclose the Administrative Charge. The price that  
2 Verizon quoted and stated to Mr. St.Jarre did not include the Administrative Charge, nor did it  
3 reflect the true total amount he would be charged each month (inclusive of the Administrative  
4 Charge). Nor did Verizon disclose that the total price would or might increase as a result of  
5 increases to the Administrative Charge. Likewise, each time that Mr. St.Jarre purchased a new  
6 mobile phone from Verizon or from Costco, at no point before or during the process was the  
7 Administrative Charge disclosed to him.

8 433. Until about a year ago, Mr. St.Jarre had always been enrolled in paper billing,  
9 and he paid his bill each month by sending Verizon a check in the mail. As described in detail  
10 above, Verizon's paper bills do not contain a line item or a listed amount for the Administrative  
11 Charge.

12 434. About a year ago, Mr. St.Jarre signed up for electronic billing and Auto Pay, as  
13 Verizon encouraged him to do. Through this billing process, Mr. St.Jarre receives a monthly  
14 Verizon text message and billing email which states his bill total and informs him that his bill  
15 will be automatically paid by the payment due date because he has Auto Pay. Verizon's Auto  
16 Pay feature discourages customers from reviewing their monthly bill. As alleged above,  
17 Verizon's electronic billing, the My Verizon online billing center and payment process, and the  
18 full online PDF monthly billing statements are deliberately designed in a manner to hide and  
19 disguise the Administrative Charge. Verizon's monthly electronic billing process and monthly  
20 statements did not inform or adequately disclose to Mr. St.Jarre that Verizon was adding an  
21 Administrative Charge to his bill each month or disclose the true nature or basis of the charge.

22 435. Mr. St.Jarre first learned of the Administrative Charge's existence several years  
23 ago. Based on the location of the Administrative Charge on the bill he examined, Mr. St.Jarre  
24 believed that the Administrative Charge was a pass-through cost that Verizon was required to  
25 charge. As described in detail above, the first page of the bill falsely states that "Surcharges"  
26 (which is how Verizon labels the Administrative Charge) are to "cover the costs that are billed  
27 to us by federal, state or local governments."

28 436. When Mr. St.Jarre agreed to purchase his Verizon service plans, he was relying

1 on Verizon's prominent representations, in each instance, regarding the monthly price of the  
2 service plans. Mr. St.Jarre did not expect (and he was never told) that Verizon would actually  
3 charge him a so-called Administrative Charge on top of the advertised service plan price or that  
4 the true price of the services would include an additional Administrative Charge for each phone  
5 line which Verizon could and would increase at its desire. That information would have been  
6 material to him. Had he known that information he would not have been willing to pay as much  
7 for his plans and would have acted differently.

8 437. Mr. St.Jarre has a legal right to rely now, and in the future, on the truthfulness  
9 and accuracy of Verizon's representations and advertisements regarding its wireless service  
10 plan prices. Mr. St.Jarre believes that he was given the services Verizon promised him—just  
11 not at the price Verizon promised and advertised to him.

12 438. Mr. St.Jarre remains a Verizon postpaid wireless customer as of this filing.  
13 Mr. St.Jarre desires to sign up for different Verizon postpaid wireless service plans and Verizon  
14 device installment plans in the future. However, Mr. St.Jarre wants to be confident that the  
15 advertised and quoted price for Verizon's service plans is the true and full price for the services  
16 (i.e., that it includes all applicable discretionary monthly service charges such as the  
17 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly  
18 service charge (like it did with the Administrative Charge), Mr. St.Jarre wants to be confident  
19 that Verizon will include the amount of that service charge in the advertised and quoted service  
20 plan price. Mr. St.Jarre will be harmed if, in the future, he is left to guess as to whether  
21 Verizon's representations are accurate and whether there are omissions of material facts  
22 regarding the wireless service plans being advertised and represented to him.

23 **Plaintiff Gloria Stern**

24 439. Plaintiff Gloria Stern is, and at all relevant times has been, a citizen and resident  
25 of Temecula, California.

26 440. Ms. Stern has been a continuous Verizon postpaid wireless customer for over 20  
27 years. She and her husband initially signed up for Verizon postpaid wireless service in a  
28 Verizon corporate-owned store in California. They signed up for two-year service contracts for

1 two lines. They also purchased two new phones along with the service contracts, as part of a  
2 bundle.

3 441. When Ms. Stern purchased her wireless service plan, Verizon prominently  
4 advertised and quoted, to Ms. Stern and the public, that the plan would cost a particular  
5 monthly price. Verizon did not disclose to Ms. Stern, at any time before or when she signed up,  
6 that Verizon would or might later add an Administrative Charge on top of the advertised and  
7 promised monthly price.

8 442. Verizon charged Ms. Stern an Administrative Charge since Verizon first began  
9 sneaking the Administrative Charge into all of its postpaid wireless customers' bills September  
10 2005. Ms. Stern did not receive notice or adequate notice that the Administrative Charge would  
11 be charged or regarding the true nature or basis of the charge.

12 443. Verizon has continued to charge Ms. Stern an Administrative Charge every  
13 month from September 2005 through the present.

14 444. During that time, Verizon has increased the amount of the Administrative  
15 Charge charged to Ms. Stern several times. Until December 2015, the Administrative Charge  
16 remained under a dollar per line each month. In December 2015, Verizon increased the  
17 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
18 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once  
19 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the  
20 current amount as of this filing.

21 445. Through its imposition of the Administrative Charge, Verizon has for 17 years  
22 charged Ms. Stern a higher price for her service plans each month than Verizon advertised and  
23 that she was promised and expected to pay.

24 446. Ms. Stern has been subscribed to Verizon's "Unlimited 55+ Loyalty" wireless  
25 plan for many years. When Ms. Stern's husband passed away approximately 3 years ago,  
26 Ms. Stern's daughter began using that second line on the plan.

27 447. Ms. Stern has purchased a few mobile phones over the years directly from  
28 Verizon, including in a Verizon corporate-owned store and from the Verizon website.

1 Ms. Stern has also purchased a phone from Costco for use with her Verizon account. Prior to  
2 2014, Ms. Stern would commit to 2-year service contracts with Verizon each time she  
3 purchased a mobile phone. In 2020, Ms. Stern bought an iPhone XR and an iPhone 11 from the  
4 Verizon website, which she purchased on 24-payment device installment plans to be billed  
5 monthly to her account. Each time that Ms. Stern purchased a new mobile phone directly from  
6 Verizon or from Costco, at no point before or during the process was the Administrative  
7 Charge disclosed to her.

8 448. For many years, Ms. Stern has been signed up for electronic billing, as Verizon  
9 encouraged her to do. Each month, Ms. Stern receives a text message notification from Verizon  
10 informing her that her monthly service bill is ready and stating only the total dollar amount of  
11 the bill. Up until about 10 months ago, Ms. Stern then paid her bill by logging into her My  
12 Verizon account and submitting payment. Approximately 10 months ago, Ms. Stern signed up  
13 for Auto Pay when she purchased her current iPhone XR and Verizon at that time offered her  
14 an Auto Pay discount on her bill.

15 449. Meanwhile, as alleged above, Verizon's electronic billing, the My Verizon  
16 online billing center and payment process, and the full online PDF monthly billing statements  
17 are deliberately designed in a manner to hide and disguise the Administrative Charge.

18 450. Verizon's monthly electronic billing process and monthly statements did not  
19 inform or adequately disclose to Ms. Stern that Verizon was adding an Administrative Charge  
20 to her bill each month or disclose the true nature or basis of the charge.

21 451. Ms. Stern did not learn of the Administrative Charge's existence until it was  
22 brought to her attention by her counsel in December 2021.

23 452. When Ms. Stern agreed to purchase her Verizon service plans, she was relying  
24 on Verizon's prominent representations, in each instance, regarding the monthly price of the  
25 service plans. Ms. Stern did not expect (and she was never told) that Verizon would actually  
26 charge her a so-called Administrative Charge on top of the advertised service plan price or that  
27 the true price of the services would include an additional Administrative Charge for each phone  
28 line which Verizon could and would increase at its desire. That information would have been

1 material to her. Had she known that information she would not have been willing to pay as  
2 much for her plans and would have acted differently.

3 453. Ms. Stern has a legal right to rely now, and in the future, on the truthfulness and  
4 accuracy of Verizon's representations and advertisements regarding its wireless service plan  
5 prices. Ms. Stern believes that she was given the services Verizon promised her—just not at the  
6 price Verizon promised and advertised to her.

7 454. Ms. Stern remains a Verizon postpaid wireless customer as of this filing.  
8 Ms. Stern desires to sign up for different Verizon postpaid wireless service plans and Verizon  
9 device installment plans in the future. However, Ms. Stern wants to be confident that the  
10 advertised and quoted price for Verizon's service plans is the true and full price for the services  
11 (i.e., that it includes all applicable discretionary monthly service charges such as the  
12 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly  
13 service charge (like it did with the Administrative Charge), Ms. Stern wants to be confident that  
14 Verizon will include the amount of that service charge in the advertised and quoted service plan  
15 price. Ms. Stern will be harmed if, in the future, she is left to guess as to whether Verizon's  
16 representations are accurate and whether there are omissions of material facts regarding the  
17 wireless service plans being advertised and represented to her.

18 **Plaintiff Edna Toy**

19 455. Plaintiff Edna Toy is, and at all relevant times has been, a citizen and resident of  
20 Sacramento, California.

21 456. Ms. Toy has been a continuous Verizon postpaid wireless customer for over 20  
22 years. She initially signed up for Verizon postpaid wireless service in a Verizon corporate-  
23 owned store located in San Francisco, California. She signed up for a two-year service contract  
24 for one line for herself. She also purchased a new phone along with the service contract, as part  
25 of a bundle.

26 457. When Ms. Toy purchased her wireless service plan, Verizon prominently  
27 advertised and quoted, to Ms. Toy and the public, that the plan would cost a particular monthly  
28 price. Verizon did not disclose to Ms. Toy, at any time before or when she signed up, that



1 Verizon would or might later add an Administrative Charge on top of the advertised and  
2 promised monthly price.

3 458. Verizon charged Ms. Toy an Administrative Charge since Verizon first began  
4 sneaking the Administrative Charge into all of its postpaid wireless customers' bills September  
5 2005. Ms. Toy did not receive notice or adequate notice that the Administrative Charge would  
6 be charged or regarding the true nature or basis of the charge.

7 459. Verizon has continued to charge Ms. Toy an Administrative Charge every  
8 month from September 2005 through the present.

9 460. During that time, Verizon has increased the amount of the Administrative  
10 Charge charged to Ms. Toy several times. Until December 2015, the Administrative Charge  
11 remained under a dollar per line each month. In December 2015, Verizon increased the  
12 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
13 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once  
14 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the  
15 current amount as of this filing.

16 461. Through its imposition of the Administrative Charge, Verizon has for 17 years  
17 charged Ms. Toy a higher price for her service plans each month than Verizon advertised and  
18 that she was promised and expected to pay.

19 462. Ms. Toy has changed her Verizon service plan a few times over the years,  
20 including adding a second line for her daughter around 10 years ago. When Ms. Toy has  
21 changed or updated her Verizon plan, she has typically done so in a corporate-owned Verizon  
22 store or on the telephone with Verizon customer service. Ms. Toy has also purchased several  
23 mobile phones over the years for her Verizon account, either directly from Verizon at a  
24 corporate-owned store or on the Verizon website, or at the Verizon kiosk at her local Costco.  
25 Prior to 2014, Ms. Toy would commit to 2-year service contracts with Verizon each time she  
26 purchased a mobile phone. Most recently, she purchased a Samsung Galaxy Note10 Plus phone  
27 at Costco in November 2019. She entered into a 24-payment device installment plan for the  
28 phone which was billed monthly to her Verizon account.

1           463. Each and every time that Ms. Toy changed her wireless service plan, Verizon  
2 prominently advertised and quoted, to Ms. Toy and the public, a particular monthly price for  
3 the wireless service plan, and did not disclose the Administrative Charge. The price that  
4 Verizon quoted and stated to Ms. Toy did not include the Administrative Charge, nor did it  
5 reflect the true total amount she would be charged each month (inclusive of the Administrative  
6 Charge). Nor did Verizon disclose that the total price would or might increase as a result of  
7 increases to the Administrative Charge. Likewise, each time that Ms. Toy purchased a new  
8 mobile phone from Verizon, at no point before or during the process was the Administrative  
9 Charge disclosed to her.

10           464. Ms. Toy has always been enrolled in paper billing. Each month, Ms. Toy  
11 receives a paper bill in the mail from Verizon. Ms. Toy then logs into her My Verizon account  
12 on Verizon's website to pay her bill. As described in detail above, Verizon's paper bills do not  
13 contain a line item or a listed amount for the Administrative Charge. Also as alleged above,  
14 Verizon's electronic billing, the My Verizon online billing center and payment process, and the  
15 full online PDF monthly billing statements are deliberately designed in a manner to hide and  
16 disguise the Administrative Charge. Verizon's paper billing statements and electronic billing  
17 process did not inform or adequately disclose to Ms. Toy that Verizon was adding an  
18 Administrative Charge to her bill each month or disclose the true nature or basis of the charge.

19           465. Ms. Toy did not learn of the Administrative Charge's existence until it was  
20 brought to her attention by her counsel in December 2021.

21           466. When Ms. Toy agreed to purchase her Verizon service plans, she was relying on  
22 Verizon's prominent representations, in each instance, regarding the monthly price of the  
23 service plans. Ms. Toy did not expect (and she was never told) that Verizon would actually  
24 charge her a so-called Administrative Charge on top of the advertised service plan price or that  
25 the true price of the services would include an additional Administrative Charge for each phone  
26 line which Verizon could and would increase at its desire. That information would have been  
27 material to her. Had she known that information she would not have been willing to pay as  
28 much for her plans and would have acted differently.

1           467. Ms. Toy has a legal right to rely now, and in the future, on the truthfulness and  
2 accuracy of Verizon's representations and advertisements regarding its wireless service plan  
3 prices. Ms. Toy believes that she was given the services Verizon promised her—just not at the  
4 price Verizon promised and advertised to her.

5           468. Ms. Toy remains a Verizon postpaid wireless customer as of this filing.  
6 Ms. Toy desires to sign up for different Verizon postpaid wireless service plans and Verizon  
7 device installment plans in the future. However, Ms. Toy wants to be confident that the  
8 advertised and quoted price for Verizon's service plans is the true and full price for the services  
9 (i.e., that it includes all applicable discretionary monthly service charges such as the  
10 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly  
11 service charge (like it did with the Administrative Charge), Ms. Toy wants to be confident that  
12 Verizon will include the amount of that service charge in the advertised and quoted service plan  
13 price. Ms. Toy will be harmed if, in the future, she is left to guess as to whether Verizon's  
14 representations are accurate and whether there are omissions of material facts regarding the  
15 wireless service plans being advertised and represented to her.

16 **Plaintiff Teresa Toy**

17           469. Plaintiff Teresa Toy is, and at all relevant times has been, a citizen and resident  
18 of San Bruno, California.

19           470. Ms. Toy has been a continuous Verizon postpaid wireless customer since in or  
20 around April 2005. She initially signed up for Verizon postpaid wireless service in a Verizon  
21 corporate-owned store located in San Bruno, California. She signed up for a two-year service  
22 contract for one line for herself. She also purchased a new phone along with the service  
23 contract, as part of a bundle.

24           471. When Ms. Toy purchased her wireless service plan, Verizon prominently  
25 advertised and quoted, to Ms. Toy and the public, that the plan would cost a particular monthly  
26 price. Verizon did not disclose to Ms. Toy, at any time before or when she signed up, that  
27 Verizon would or might later add an Administrative Charge on top of the advertised and  
28 promised monthly price.

1           472. Verizon began charging Ms. Toy an Administrative Charge in September 2005,  
2 a few months after she first signed up. Ms. Toy did not receive notice or adequate notice that  
3 the Administrative Charge would be charged or regarding the true nature or basis of the charge.

4           473. Verizon has continued to charge Ms. Toy an Administrative Charge every  
5 month from September 2005 through the present.

6           474. During that time, Verizon has increased the amount of the Administrative  
7 Charge charged to Ms. Toy several times. Until December 2015, the Administrative Charge  
8 remained under a dollar per line each month. In December 2015, Verizon increased the  
9 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
10 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once  
11 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the  
12 current amount as of this filing.

13           475. Through its imposition of the Administrative Charge, Verizon has for 16 years  
14 charged Ms. Toy a higher price for her service plans each month than Verizon advertised and  
15 that she was promised and expected to pay.

16           476. Ms. Toy has changed her Verizon service plan a few times over the years,  
17 including adding two more lines for her children. Ms. Toy has also purchased several mobile  
18 phones over the years for use with her Verizon account, typically from the Verizon kiosk at her  
19 local Costco or from the Apple Store.

20           477. Prior to 2014, Ms. Toy would commit to 2-year service contracts with Verizon  
21 each time she purchased a mobile phone. From 2014 up until a couple of years ago, each time  
22 Ms. Toy purchased a new phone she entered into a 24-payment device installment plan with  
23 Verizon to pay for the phone. However, a couple of years ago Verizon informed her that going  
24 forward, in order to sign up for Verizon's device installment plans she would have to switch  
25 her older wireless service plan to a newer Verizon "Unlimited" plan—which she did not want  
26 to do. Thus, for the past couple of years, in order to keep her existing service plan, Ms. Toy has  
27 paid upfront (without an installment plan) for all of her new phones at Costco or at the Apple  
28 Store.

1           478. Each time that Ms. Toy changed her wireless service plan, Verizon prominently  
2 advertised and quoted, to Ms. Toy and the public, a particular monthly price for the wireless  
3 service plan, and did not disclose the Administrative Charge. The price that Verizon quoted and  
4 stated to Ms. Toy did not include the Administrative Charge, nor did it reflect the true total  
5 amount she would be charged each month (inclusive of the Administrative Charge). Nor did  
6 Verizon disclose that the total price would or might increase as a result of increases to the  
7 Administrative Charge. Likewise, each time that Ms. Toy purchased a new mobile phone  
8 directly from Verizon or from Costco or from the Apple Store, at no point before or during the  
9 Verizon-created process was the Administrative Charge disclosed to her.

10           479. For many years, Ms. Toy has been signed up for electronic billing, as Verizon  
11 encouraged her to do. Each month, Ms. Toy receives an email notification from Verizon  
12 informing her that her monthly service bill is ready and stating only the total dollar amount of  
13 the bill. Up until about one year ago, Ms. Toy then paid her bill by logging into her My Verizon  
14 account and submitting payment. Approximately one year ago, Ms. Toy signed up for Auto  
15 Pay, as Verizon encouraged her to do.

16           480. As alleged above, Verizon's electronic billing, the My Verizon online billing  
17 center and payment process, and the full online PDF monthly billing statements are deliberately  
18 designed in a manner to hide and disguise the Administrative Charge.

19           481. Verizon's monthly electronic billing process and monthly statements did not  
20 inform or adequately disclose to Ms. Toy that Verizon was adding an Administrative Charge to  
21 her bill each month or disclose the true nature or basis of the charge.

22           482. Ms. Toy did not learn of the Administrative Charge's existence until it was  
23 brought to her attention by her counsel in November 2021.

24           483. When Ms. Toy agreed to purchase her Verizon service plans, she was relying on  
25 Verizon's prominent representations, in each instance, regarding the monthly price of the  
26 service plans. Ms. Toy did not expect (and she was never told) that Verizon would actually  
27 charge her a so-called Administrative Charge on top of the advertised service plan price or that  
28 the true price of the services would include an additional Administrative Charge for each phone

1 line which Verizon could and would increase at its desire. That information would have been  
2 material to her. Had she known that information she would not have been willing to pay as  
3 much for her plans and would have acted differently.

4 484. Ms. Toy has a legal right to rely now, and in the future, on the truthfulness and  
5 accuracy of Verizon's representations and advertisements regarding its wireless service plan  
6 prices. Ms. Toy believes that she was given the services Verizon promised her—just not at the  
7 price Verizon promised and advertised to her.

8 485. Ms. Toy remains a Verizon postpaid wireless customer as of this filing. Ms. Toy  
9 does not have feasible options other than Verizon for good wireless service coverage in her  
10 geographic area in San Bruno, California. Ms. Toy desires to sign up for different Verizon  
11 postpaid wireless service plans in the future. However, Ms. Toy wants to be confident that the  
12 advertised and quoted price for Verizon's service plans is the true and full price for the services  
13 (i.e., that it includes all applicable discretionary monthly service charges such as the  
14 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly  
15 service charge (like it did with the Administrative Charge), Ms. Toy wants to be confident that  
16 Verizon will include the amount of that service charge in the advertised and quoted service plan  
17 price. Ms. Toy will be harmed if, in the future, she is left to guess as to whether Verizon's  
18 representations are accurate and whether there are omissions of material facts regarding the  
19 wireless service plans being advertised and represented to her.

20 **Plaintiff Vanessa West**

21 486. Plaintiff Vanessa West is a citizen and resident of Woodland Hills, California.

22 487. Ms. West has had a postpaid account with Verizon since around 2014. Ms. West  
23 initially signed up for Verizon postpaid wireless service in a Verizon corporate-owned store  
24 located in California. At that time, she signed up for a two-year service contract for one line for  
25 herself. In 2016, Ms. West and her husband (who was then her fiancé) together established a  
26 new joint account with Verizon; Ms. West moved her existing Verizon phone line over to this  
27 new account. Although the account was listed under her husband's name, Ms. West has always  
28 been the person who managed and made payments on the Verizon account.

1           488. When Ms. West purchased her wireless service plan in 2014, and when she  
2 transferred her phone line to the new joint account with her husband in 2016, Verizon  
3 prominently advertised and quoted, to Ms. West and the public, that the plan would cost a  
4 particular monthly price. Verizon did not disclose to Ms. West, at any time before or when she  
5 signed up, that Verizon would or might later add an Administrative Charge on top of the  
6 advertised and promised monthly price.

7           489. Verizon charged Ms. West an Administrative Charge since she first signed up  
8 for Verizon service. Ms. West did not receive notice or adequate notice that the Administrative  
9 Charge would be charged or regarding the true nature or basis of the charge.

10          490. Verizon has continued to charge Ms. West an Administrative Charge every  
11 month from 2014 through the present.

12          491. During that time, Verizon has increased the amount of the Administrative  
13 Charge charged to Ms. West several times. Until December 2015, the Administrative Charge  
14 remained under a dollar per line each month. In December 2015, Verizon increased the  
15 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon  
16 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once  
17 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the  
18 current amount as of this filing.

19          492. Through its imposition of the Administrative Charge, Verizon has for over 7  
20 years charged Ms. West a higher price for her service plans each month than Verizon  
21 advertised and that she was promised and expected to pay.

22          493. Ms. West has changed her Verizon service plan a few times over the years,  
23 including moving her phone line over to the new joint account with her husband in 2016.  
24 Ms. West has also purchased several mobile phones over the years at Verizon corporate-owned  
25 stores or from the Apple Store. Ms. West typically purchased new phones on 24-payment  
26 device installment plans with Verizon, including the iPhone 8 she purchased for herself in 2017  
27 at the Verizon corporate-owned store in Sherman Oaks, and the iPhone 13 she purchased for  
28 her husband in or around September 2021 from the Apple Store.

1           494. Each time that Ms. West changed her wireless service plan, Verizon  
2 prominently advertised and quoted, to Ms. West and the public, a particular monthly price for  
3 the wireless service plan, and did not disclose the Administrative Charge. The price that  
4 Verizon quoted and stated to Ms. West did not include the Administrative Charge, nor did it  
5 reflect the true total amount she would be charged each month (inclusive of the Administrative  
6 Charge). Nor did Verizon disclose that the total price would or might increase as a result of  
7 increases to the Administrative Charge. Likewise, each time that Ms. West purchased a new  
8 mobile phone directly from Verizon or from the Apple Store, at no point before or during the  
9 Verizon-created process was the Administrative Charge disclosed to her.

10           495. Ms. West has been signed up for electronic billing and Auto Pay for many years,  
11 as Verizon encouraged her to do. Through this billing process, Ms. West receives a monthly  
12 Verizon billing email which states her bill total and informs her that her bill will be  
13 automatically paid by the payment due date because she has Auto Pay. Verizon's Auto Pay  
14 feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged above,  
15 Verizon's electronic billing, the My Verizon online billing center and payment process, and the  
16 full online PDF monthly billing statements are deliberately designed in a manner to hide and  
17 disguise the Administrative Charge. Verizon's monthly electronic billing process and monthly  
18 statements did not inform or adequately disclose to Ms. West that Verizon was adding an  
19 Administrative Charge to her bill each month or disclose the true nature or basis of the charge.

20           496. Ms. West did not learn of the Administrative Charge's existence until it was  
21 brought to her attention by her counsel in November 2021.

22           497. When Ms. West agreed to purchase her Verizon service plans, she was relying  
23 on Verizon's prominent representations, in each instance, regarding the monthly price of the  
24 service plans. Ms. West did not expect (and she was never told) that Verizon would actually  
25 charge her a so-called Administrative Charge on top of the advertised service plan price or that  
26 the true price of the services would include an additional Administrative Charge for each phone  
27 line which Verizon could and would increase at its desire. That information would have been  
28 material to her. Had she known that information she would not have been willing to pay as



1 much for her plans and would have acted differently.

2 498. Ms. West has a legal right to rely now, and in the future, on the truthfulness and  
3 accuracy of Verizon's representations and advertisements regarding its wireless service plan  
4 prices. Ms. West believes that she was given the services Verizon promised her—just not at the  
5 price Verizon promised and advertised to her.

6 499. Ms. West remains a Verizon postpaid wireless customer as of this filing.  
7 Ms. West desires to sign up for different Verizon postpaid wireless service plans and Verizon  
8 device installment plans in the future. However, Ms. West wants to be confident that the  
9 advertised and quoted price for Verizon's service plans is the true and full price for the services  
10 (i.e., that it includes all applicable discretionary monthly service charges such as the  
11 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly  
12 service charge (like it did with the Administrative Charge), Ms. West wants to be confident that  
13 Verizon will include the amount of that service charge in the advertised and quoted service plan  
14 price. Ms. West will be harmed if, in the future, she is left to guess as to whether Verizon's  
15 representations are accurate and whether there are omissions of material facts regarding the  
16 wireless service plans being advertised and represented to her.

17 **VI. CLASS ALLEGATIONS**

18 500. Plaintiffs bring this lawsuit on behalf of themselves, and all others similarly  
19 situated, pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), and (b)(3).

20 501. Plaintiffs seek to represent the following Class:

21 **All individual consumers in California who currently subscribe**  
22 **or formerly subscribed to a postpaid wireless service plan from**  
23 **Verizon and were charged what Verizon labeled an**  
**“Administrative Charge” within the applicable statutes of**  
**limitations.**

24 502. *This Court should apply the discovery rule to extend any applicable limitations*  
25 *period (and the corresponding class period) to the date on which Verizon first began charging*  
26 *the Administrative Charge (which, based on the investigation of Plaintiffs' counsel, is*  
27 *September 2005).* The nature of Verizon's misconduct was non-obvious and intentionally  
28 concealed from its subscribers. Verizon even designed its monthly billing statements to further

1 its scheme and to prevent customers from realizing they were being overcharged. As a result of  
2 Verizon's intentional misconduct, omissions, and affirmative misrepresentations throughout the  
3 customer lifecycle, neither Plaintiffs nor the members of the Class could have, through the use  
4 of reasonable diligence, learned of the accrual of their claims against Verizon at an earlier time.

5 503. Specifically excluded from the Class are Verizon and any entities in which  
6 Verizon has a controlling interest, Verizon's agents and employees, the bench officers to whom  
7 this civil action is assigned, and the members of each bench officer's staff and immediate  
8 family.

9 504. **Numerosity.** The members of the Class are so numerous that joinder of all  
10 members would be impracticable. Plaintiffs do not know the exact number of Class members  
11 prior to discovery. However, there are at least one million Class members. The exact number  
12 and identities of Class members are contained in Verizon's records and can be easily  
13 ascertained from those records.

14 505. **Commonality and Predominance.** This action involves multiple common  
15 questions which are capable of generating class-wide answers that will drive the resolution of  
16 this case. These common questions predominate over any questions affecting individual Class  
17 members, if any. These common questions include, but are not limited to, the following:

- 18 a. Whether Verizon employs a uniform policy of charging the  
19 Administrative Charge to its California customers;
- 20 b. Whether Verizon adequately and accurately disclosed the existence of  
21 the Administrative Charge, its nature or basis, or its amount, to Plaintiffs and the Class;
- 22 c. What is the nature or purpose of the Administrative Charge;
- 23 d. Whether Verizon's descriptions of the Administrative Charge are false  
24 and/or misleading;
- 25 e. Whether and to what extent the Administrative Charge is a surcharge  
26 imposed on subscribers to "cover the costs that are billed to us by federal, state or local  
27 governments,"
- 28 f. Whether the Administrative Charge and the true price of Verizon's

1 postpaid wireless services are material information, such that a reasonable consumer would  
2 find that information important to the consumer's purchase decision;

3 g. Why does Verizon not include the amount of the Administrative Charge  
4 in the advertised and quoted service plan price;

5 h. Why does Verizon not disclose the existence or amount of the  
6 Administrative Charge when signing up consumers for its wireless service plans;

7 i. Why does Verizon not include the amount of the Administrative Charge  
8 in the total monthly service price quoted to consumers during the sign-up process for its  
9 wireless service plans;

10 j. Whether Verizon's policy and practice of advertising and quoting the  
11 monthly prices of its wireless service plans without including the amount of the Administrative  
12 Charge is false, deceptive, or misleading;

13 k. Whether a reasonable consumer is likely to be deceived by Verizon's  
14 conduct and omissions alleged herein;

15 l. Whether Verizon's misrepresentations and misconduct alleged herein  
16 violate California Civil Code § 1750 *et seq.* (CLRA), California Business & Professions Code §  
17 17500 *et seq.* (FAL), and California Business & Professions Code § 17200 *et seq.* (UCL); and

18 m. Whether Verizon has violated the covenant of good faith and fair  
19 dealing, implied in its form contracts with Plaintiffs and the Class, by imposing and increasing  
20 the Administrative Charge in the manner alleged herein.

21 506. **Typicality.** Plaintiffs' claims are typical of Class members' claims. Plaintiffs and  
22 Class members all sustained injury as a direct result of Verizon's standard practices and  
23 schemes, bring the same claims, and face the same potential defenses.

24 507. **Adequacy.** Plaintiffs and their counsel will fairly and adequately protect Class  
25 members' interests. Plaintiffs have no interests antagonistic to Class members' interests and are  
26 committed to representing the best interests of the Class. Moreover, Plaintiffs have retained  
27 counsel with considerable experience and success in prosecuting complex class action and  
28 consumer protection cases.

508. ***Superiority.*** A class action is superior to all other available methods for fairly and efficiently adjudicating this controversy. Each Class member's interests are small compared to the burden and expense required to litigate each of his or her claims individually, so it would be impractical and would not make economic sense for Class members to seek individual redress for Verizon's conduct. Individual litigation would add administrative burden on the courts, increasing the delay and expense to all parties and to the court system. Individual litigation would also create the potential for inconsistent or contradictory judgments regarding the same uniform conduct. A single adjudication would create economies of scale and comprehensive supervision by a single judge. Moreover, Plaintiffs do not anticipate any difficulties in managing a class action trial.

509. By its conduct and omissions alleged herein, Verizon has acted and refused to act on grounds that apply generally to the Class, such that final private injunctive relief and/or declaratory relief is appropriate respecting the Class as a whole.

510. Verizon is primarily engaged in the business of selling services. Each cause of action brought by Plaintiffs against Verizon in this Complaint arises from and is limited to statements or conduct by Verizon that consist of representations of fact about Verizon's business operations or services that is or was made for the purpose of obtaining approval for, promoting, or securing sales of or commercial transactions in, Verizon's services or the statement is or was made in the course of delivering Verizon's services. Each cause of action brought by Plaintiffs against Verizon in this Complaint arises from and is limited to statements or conduct by Verizon for which the intended audience is an actual or potential buyer or customer, or a person likely to repeat the statements to, or otherwise influence, an actual or potential buyer or customer.

## CAUSES OF ACTION

## COUNT I

**Violation of the Consumers Legal Remedies Act (“CLRA”)  
California Civil Code § 1750 *et seq.***

511. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged herein.

1           512. Each Plaintiff brings this claim in his or her individual capacity, in his or her  
2 capacity as a private attorney general seeking the imposition of public injunctive relief to  
3 protect the general public, and as a representative of the Class.

4           513. Defendants are each a “person,” as defined by Cal. Civ. Code § 1761(c).

5           514. Plaintiffs and Class members are each “consumers,” as defined by Cal. Civ.  
6 Code §1761(d).

7           515. The wireless service plans that Verizon marketed and sold are “services,” as  
8 defined as defined by Cal. Civ. Code § 1761(b).

9           516. The purchases of Verizon’s wireless service plans by Plaintiffs and Class  
10 members are “transactions,” as defined by Cal. Civ. Code § 1761(e).

11           517. Plaintiffs and Class members purchased Verizon’s wireless service plans for  
12 personal, family, and/or household purposes, as meant by Cal. Civ. Code § 1761(d).

13           518. Venue is proper under Cal. Civil Code § 1780(d) because a substantial portion  
14 of the transactions at issue occurred in San Francisco County, which is within this federal  
15 judicial district. Plaintiffs’ declarations establishing that this Court is a proper venue for this  
16 action are attached hereto as **Exhibit A**.

17           519. By its conduct and omissions alleged herein, Verizon has committed unlawful  
18 methods, acts or practices, including without limitation by:

19               a. Misrepresenting the prices of Verizon’s wireless service plans and  
20 concealing the true prices of its wireless service plans;

21               b. Misrepresenting the prices of Verizon’s wireless service plans by  
22 advertising or quoting prices that do not include the monthly Administrative Charge;

23               c. Failing to disclose the existence or amount of the Administrative Charge  
24 when consumers sign up for Verizon’s wireless service plans;

25               d. Failing to *ever* adequately or accurately disclose the existence of the  
26 Administrative Charge, its nature, or its amount to its subscribers;

27               e. Increasing the Administrative Charge on existing customers without  
28 notice or adequate notice, including in the middle of promised fixed-rate customer contracts;

1 f. Misrepresenting the nature of the Administrative Charge, including by  
2 representing or indicating that the Administrative Charge is a tax, a charge imposed to recover  
3 costs billed to Verizon by the government, a pass-through government cost, a government or  
4 regulatory fee, or a charge over which Verizon has no control; and

5 g. Falsely stating on the customer bill that the Administrative Charge is a  
6 surcharge imposed to “cover the costs that are billed to us by federal, state or local  
7 governments.”

8 520. The unlawful methods, acts or practices alleged herein to have been undertaken  
9 by Verizon were all committed intentionally and knowingly. The unlawful methods, acts or  
10 practices alleged herein to have been undertaken by Verizon did not result from a bona fide  
11 error notwithstanding the use of reasonable procedures adopted to avoid such error.

12 521. Verizon’s conduct alleged herein has violated the CLRA in multiple respects,  
13 including, but not limited to, the following:

14 a. Verizon represented that its wireless service plans had characteristics  
15 that they did not have (Cal. Civ. Code § 1770(a)(5));

16 b. Verizon advertised its wireless service plans with an intent not to sell  
17 them as advertised (Cal. Civ. Code § 1770(a)(9));

18 c. Verizon misrepresented that its wireless service plans were supplied in  
19 accordance with previous representations when they were not (Cal. Civ. Code § 1770(a)(16));  
20 and

21 d. Verizon inserted unconscionable provisions in its consumer agreements,  
22 including, but not limited to, an arbitration clause which waives the right to seek public  
23 injunctive relief in any forum and which impairs the ability of customers to enforce their legal  
24 rights, in violation of California law (Cal. Civ. Code § 1770(a)(19)).

25 522. With respect to any omissions, Verizon at all relevant times had a duty to  
26 disclose the information in question because, inter alia: (a) Verizon had exclusive knowledge of  
27 material information that was not known to Plaintiffs and Class members; (b) Verizon  
28 concealed material information from Plaintiffs and Class members; and (c) Verizon made

1 partial representations, including regarding the monthly rate of its wireless service plans, which  
2 were false and misleading absent the omitted information.

3 523. Verizon's misrepresentations deceive and have a tendency to deceive the general  
4 public.

5 524. Verizon's misrepresentations are material, in that a reasonable person would  
6 attach importance to the information and would be induced to act on the information in making  
7 purchase decisions.

8 525. Plaintiffs and Class members reasonably relied on Verizon's material  
9 misrepresentations, and would not have purchased, or would have paid less money for,  
10 Verizon's wireless service plans had they known the truth.

11 526. As a direct and proximate result of Verizon's violations of the CLRA, Plaintiffs  
12 and Class members have been damaged and have lost money or property in the amount of the  
13 Administrative Charges they have been charged and paid. Moreover, Verizon continues to  
14 charge Plaintiffs and Class members the Administrative Charge and may continue to increase  
15 its service prices via increases to the Administrative Charge.

16 527. Verizon's conduct alleged herein caused substantial injury to Plaintiffs, Class  
17 members, and the general public.

18 528. Verizon's conduct is ongoing and is likely to continue and recur absent a  
19 permanent injunction. Accordingly, Plaintiffs seek an order enjoining Verizon from committing  
20 such practices.

21 529. Plaintiffs lack an adequate remedy at law to prevent Verizon's continued  
22 unlawful practices. Plaintiffs will be harmed in the future by their inability to rely on the  
23 truthfulness and accuracy of Verizon's representations and advertisements regarding its  
24 wireless service plan prices. Plaintiffs desire and intend to sign up for different Verizon  
25 postpaid wireless service plans and Verizon device installment plans in the future. Plaintiffs  
26 want to be confident that the advertised and quoted price for Verizon's service plans is the true  
27 and full price for the services (i.e., that it includes all applicable discretionary monthly service  
28 charges such as the Administrative Charge). And, if Verizon introduces any new or invented

1 discretionary monthly service charge (like it did with the Administrative Charge), Plaintiffs  
2 want to be confident that Verizon will include the amount of that service charge in the  
3 advertised and quoted service plan price. Plaintiffs will be harmed if, in the future, they are left  
4 to guess as to whether Verizon's representations are accurate and whether there are omissions  
5 of material facts regarding the wireless service plans being advertised and represented to them.

6 530. Monetary damages are not an adequate remedy at law for *future* harm for the  
7 following reasons. First, damages are not an adequate remedy for future harm because they  
8 will not prevent Verizon from continuing its unlawful conduct. Second, damages for future  
9 harm cannot be calculated with certainty and thus cannot be awarded. For example, it is  
10 impossible to know: (1) how many wireless service lines Plaintiffs may want or need in the  
11 future (including for phones, computer tablets, or wireless hot spots); (2) what Verizon's future  
12 per-line Administrative Charge will be (given that Verizon has increased the Administrative  
13 Charge three times since 2015, doubling it from \$0.95 to \$1.95 thus far); or (3) how many  
14 months Plaintiffs would continue to subscribe to Verizon but for the unlawful conduct. Because  
15 these factors are unknown, damages are impossible to calculate and cannot be awarded for  
16 future harm. Third, injunctive relief is necessary (and monetary damages do not provide a  
17 plain, adequate and complete remedy) because, without forward-looking injunctive relief  
18 enjoining the unlawful practices, the courts would be flooded with future lawsuits by the  
19 general public, the Class members, and the Plaintiffs for future violations of the law by  
20 Verizon.

21 531. Plaintiffs, on behalf of themselves and as private attorneys general, seek public  
22 injunctive relief under the CLRA to protect the general public from Verizon's false  
23 advertisements and omissions. Specifically, Plaintiffs seek a permanent public injunction  
24 against Verizon under the CLRA as follows: (1) enjoin Verizon from falsely advertising the  
25 prices of its wireless service plans to members of the general public; (2) enjoin Verizon from  
26 advertising or quoting a wireless service plan price to members of the general public if that  
27 price does not include applicable discretionary monthly service fees or charges such as the  
28 Administrative Charge; and (3) enjoin Verizon from representing or stating to members of the



1 public that the Administrative Charge is a tax, a charge imposed to recover costs billed to  
2 Verizon by the government, a pass-through government cost, a government or regulatory fee,  
3 or a charge over which Verizon has no control.

4         532. Verizon acted with malice, fraud and oppression as defined by California Civil  
5 Code section 3294 when it intentionally and knowingly engaged in the acts or omissions  
6 pleaded in this Complaint. An officer, director or managing agent of Verizon authorized or  
7 ratified the malicious, fraudulent and oppressive conduct of others pleaded herein, or an officer,  
8 director or managing agent of Verizon personally engaged in and was guilty of the malicious,  
9 fraudulent and oppressive conduct pleaded herein. For example, Verizon has violated the law  
10 by concocting and implementing the fraudulent and deceptive Administrative Charge scheme,  
11 including by, among other things: (1) inventing the Administrative Charge out of whole cloth  
12 when it is in fact just a disguised double-charge for service; (2) misrepresenting and concealing  
13 the prices of Verizon's wireless service plans by advertising or quoting prices that do not  
14 include the monthly Administrative Charge; (3) failing to disclose the existence or amount of  
15 the Administrative Charge when consumers sign up for Verizon's wireless service plans; (4)  
16 utilizing the Administrative Charge as a revenue lever to covertly jack up its monthly service  
17 prices and to squeeze Verizon's existing subscribers for more cash whenever Verizon desires;  
18 and (5) designing the customer monthly billing statements to further Verizon's fraudulent  
19 scheme and keep customers from realizing they are being overcharged, including by presenting  
20 the Administrative Charge on the bill as something separate from the service plan price, hiding  
21 the Administrative Charge in a "Surcharges" section of the bill lumped together with  
22 government costs, and falsely stating on the customer bill that the Administrative Charge is a  
23 "surcharge" imposed on subscribers to "cover the costs that are billed to us by federal, state or  
24 local governments." Verizon intentionally engaged in the misconduct alleged in this Complaint  
25 in order to trick and deceive Plaintiffs and the Class into paying hidden and disguised double-  
26 charges for wireless service. Verizon engaged in this misconduct solely to line its own pockets  
27 and extract hundreds of millions of dollars from Plaintiffs and the Class, causing them  
28 monetary injury and depriving them of property.

533. In accordance with California Civil Code § 1782(a), Plaintiffs, through counsel, served Verizon with notice of its CLRA violations by USPS certified mail, return receipt requested, on November 3, 2021. Verizon refused to give any correction or remedy whatsoever to Plaintiffs for their CLRA violations. Accordingly, pursuant to Sections 1780 and 1782(b) of the CLRA, Plaintiffs and the Class are entitled to recover actual damages, punitive damages, attorneys' fees and costs, and any other relief the Court deems proper for Verizon's CLRA violations.

**COUNT II**  
**Violation of California's False Advertising Law**  
**California Business and Professions Code § 17500 *et seq.***

534. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged herein.

535. Each Plaintiff brings this claim in his or her individual capacity, in his or her capacity as a private attorney general seeking the imposition of public injunctive relief to protect the general public, and as a representative of the Class.

536. By its conduct alleged herein, Verizon has committed acts of untrue and misleading advertising, as defined by and in violation of California Business & Professions Code § 17500, *et seq.*, also known as California’s False Advertising Law (“FAL”). These acts include but are not limited to:

- a. Misrepresenting the prices of Verizon's wireless service plans and concealing the true prices of its wireless service plans in its advertising;
- b. Misrepresenting the prices of Verizon's wireless service plans by advertising or quoting prices in its advertising that do not include the monthly Administrative Charge; and
- c. Failing to disclose the existence or amount of the Administrative Charge in its advertising when consumers sign up for Verizon's wireless service plans.

537. Verizon committed such violations of the FAL with actual knowledge that its advertising was misleading, or Verizon, in the exercise of reasonable care, should have known that its advertising was misleading.

1           538. Verizon's misrepresentations deceive and have a tendency to deceive the general  
2 public.

3           539. Verizon intentionally deceived Plaintiffs and Class members, and continues to  
4 deceive the public.

5           540. Verizon's misrepresentations are material, in that a reasonable person would  
6 attach importance to the information and would be induced to act on the information in making  
7 purchase decisions.

8           541. Plaintiffs and Class members reasonably relied on Verizon's material  
9 misrepresentations, and would not have purchased, or would have paid less money for,  
10 Verizon's wireless service plans had they known the truth.

11           542. By its conduct and omissions alleged herein, Verizon received more money  
12 from Plaintiffs and Class members than it should have received, including the excess  
13 Administrative Charges that Verizon charged Plaintiffs and the Class on top of the advertised  
14 prices for the service plans, and that money is subject to restitution.

15           543. By its conduct and omissions alleged herein, Verizon caused the demand for its  
16 postpaid wireless service plans to be artificially increased and caused all customers of those  
17 plans, including Plaintiffs and the Class, to pay premiums to Verizon.

18           544. As a direct and proximate result of Verizon's violations of the FAL, Plaintiffs  
19 and Class members have been harmed and lost money.

20           545. Verizon's conduct has caused substantial injury to Plaintiffs, Class members,  
21 and the general public.

22           546. Verizon's conduct is ongoing and is likely to continue and recur absent a  
23 permanent injunction. Accordingly, Plaintiffs seek an order enjoining Verizon from committing  
24 such practices.

25           547. Plaintiffs lack an adequate remedy at law to prevent Verizon's continued  
26 unlawful practices. Plaintiffs will be harmed in the future by their inability to rely on the  
27 truthfulness and accuracy of Verizon's representations and advertisements regarding its  
28 wireless service plan prices. Plaintiffs desire and intend to sign up for different Verizon

1 postpaid wireless service plans and Verizon device installment plans in the future. Plaintiffs  
2 want to be confident that the advertised and quoted price for Verizon's service plans is the true  
3 and full price for the services (i.e., that it includes all applicable discretionary monthly service  
4 charges such as the Administrative Charge). And, if Verizon introduces any new or invented  
5 discretionary monthly service charge (like it did with the Administrative Charge), Plaintiffs  
6 want to be confident that Verizon will include the amount of that service charge in the  
7 advertised and quoted service plan price. Plaintiffs will be harmed if, in the future, they are left  
8 to guess as to whether Verizon's representations are accurate and whether there are omissions  
9 of material facts regarding the wireless service plans being advertised and represented to them.

10 548. Monetary damages are not an adequate remedy at law for *future* harm for the  
11 following reasons. First, damages are not an adequate remedy for future harm because they  
12 will not prevent Verizon from continuing its unlawful conduct. Second, damages for future  
13 harm cannot be calculated with certainty and thus cannot be awarded. For example, it is  
14 impossible to know: (1) how many wireless service lines Plaintiffs may want or need in the  
15 future for various wireless devices; (2) what Verizon's future per-line Administrative Charge  
16 will be (given that Verizon has increased the Administrative Charge three times since 2015,  
17 doubling it from \$0.95 to \$1.95 thus far); or (3) how many months Plaintiffs would continue to  
18 subscribe to Verizon but for the unlawful conduct. Because these factors are unknown,  
19 damages are impossible to calculate and cannot be awarded for future harm. Third, injunctive  
20 relief is necessary (and monetary damages do not provide a plain, adequate and complete  
21 remedy) because, without forward-looking injunctive relief enjoining the unlawful practices,  
22 the courts would be flooded with future lawsuits by the general public, the Class members, and  
23 the Plaintiffs for future violations of the law by Verizon.

24 549. Plaintiffs, on behalf of themselves and as private attorneys general, seek public  
25 injunctive relief under the FAL to protect the general public from Verizon's false advertising.  
26 Specifically, Plaintiffs seek a permanent public injunction against Verizon under the FAL as  
27 follows: (1) enjoin Verizon from falsely advertising the prices of its wireless service plans to  
28 members of the general public; (2) enjoin Verizon from advertising or quoting a wireless

1 service plan price to members of the general public if that price does not include applicable  
2 discretionary monthly service fees or charges such as the Administrative Charge; and (3) enjoin  
3 Verizon from representing or stating to members of the public that the Administrative Charge is  
4 a tax, a charge imposed to recover costs billed to Verizon by the government, a pass-through  
5 government cost, a government or regulatory fee, or a charge over which Verizon has no  
6 control.

7 550. Plaintiffs seek an order granting restitution to Plaintiffs and Class members in an  
8 amount to be proven at trial. Plaintiffs further seek an award of attorneys' fees and costs under  
9 Cal. Code Civ. Proc. § 1021.5.

10 **COUNT III**  
11 **Violation of California's Unfair Competition Law**  
12 **California Business and Professions Code § 17200 *et seq.***

13 551. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged  
14 herein.

15 552. Each Plaintiff brings this claim in his or her individual capacity, in his or her  
16 capacity as a private attorney general seeking the imposition of public injunctive relief to  
17 protect the general public, and as a representative of the Class.

18 553. California Business & Professions Code § 17200, *et seq.*, also known as  
19 California's Unfair Competition Law (UCL), prohibits any unfair, unlawful, or fraudulent  
20 business practice.

21 554. Verizon has violated the UCL by engaging in the following **unlawful** business  
22 acts and practices:

23 a. Making material misrepresentations in violation of Cal. Civ. Code §§  
24 1770(a)(5), (9) and (16) (the CLRA);

25 b. Inserting unconscionable provisions in its consumer agreements in  
26 violation of Cal. Civ. Code § 1770(a)(19) (the CLRA), including, but not limited to, an  
27 arbitration clause which waives the right to seek public injunctive relief in any forum and  
28 which impairs the ability of customers to enforce their legal rights, in violation of California  
law;

1 c. Making material misrepresentations in violation of Cal. Bus. & Prof.  
2 Code § 17500 *et seq.* (the FAL); and

3 d. Engaging in deceit in violation of Cal Civ. Code §§ 1709–1710.

4 555. Verizon has violated the UCL by engaging in the following unfair and  
5 fraudulent business acts and practices:

6 a. Misrepresenting the prices of Verizon’s wireless service plans and  
7 concealing the true prices of its wireless service plans;

8 b. Misrepresenting the prices of Verizon’s wireless service plans by  
9 advertising or quoting prices that do not include the monthly Administrative Charge;

10 c. Failing to disclose the existence or amount of the Administrative Charge  
11 when consumers sign up for Verizon’s wireless service plans;

12 d. Failing to *ever* adequately or accurately disclose the existence of the  
13 Administrative Charge, its nature, or its amount to its subscribers;

14 e. Increasing the Administrative Charge on existing customers without  
15 notice or adequate notice, including in the middle of promised fixed-rate customer contracts;

16 f. Misrepresenting the nature of the Administrative Charge, including by  
17 representing or indicating that the Administrative Charge is a tax, a charge imposed to recover  
18 costs billed to Verizon by the government, a pass-through government cost, a government or  
19 regulatory fee, or a charge over which Verizon has no control; and

20 g. Falsely stating on the customer bill that the Administrative Charge is a  
21 surcharge imposed to “cover the costs that are billed to us by federal, state or local  
22 governments.”

23 556. Verizon’s misrepresentations were likely to mislead reasonable consumers.

24 557. Verizon’s misrepresentations deceive and have a tendency to deceive the general  
25 public.

26 558. Verizon’s misrepresentations are material, in that a reasonable person would  
27 attach importance to the information and would be induced to act on the information in making  
28 purchase decisions.

1           559. Verizon intentionally deceived Plaintiffs and Class members, and continues to  
2 deceive the public.

3           560. Plaintiffs and Class members reasonably relied on Verizon's material  
4 misrepresentations, and would not have purchased, or would have paid less money for,  
5 Verizon's wireless service plans had they known the truth.

6           561. By its conduct alleged herein, Verizon received more money from Plaintiffs and  
7 Class members than it should have received, including the excess Administrative Charges that  
8 Verizon charged Plaintiffs and the Class on top of the advertised prices for the service plans,  
9 and that money is subject to restitution.

10          562. As a direct and proximate result of Verizon's unfair, unlawful, and fraudulent  
11 conduct, Plaintiffs and Class members lost money.

12          563. Verizon's conduct alleged herein is immoral, unethical, oppressive,  
13 unscrupulous, unconscionable, and substantially injurious to Plaintiffs, Class members, and the  
14 general public. Perpetrating a years-long scheme of misleading and overcharging customers is  
15 immoral, unethical, and unscrupulous. Moreover, Verizon's conduct is oppressive and  
16 substantially injurious to consumers. By its conduct alleged herein, Verizon has improperly  
17 extracted hundreds of millions of dollars from the Class. There is no utility to Verizon's  
18 conduct, and even if there were any utility, it would be significantly outweighed by the gravity  
19 of the harm to consumers caused by Verizon's conduct alleged herein.

20          564. Verizon's conduct is ongoing and is likely to continue and recur absent a  
21 permanent injunction. Accordingly, Plaintiffs seek an order enjoining Verizon from committing  
22 such practices.

23          565. Plaintiffs lack an adequate remedy at law to prevent Verizon's continued  
24 unlawful practices. Plaintiffs will be harmed in the future by their inability to rely on the  
25 truthfulness and accuracy of Verizon's representations and advertisements regarding its  
26 wireless service plan prices. Plaintiffs desire and intend to sign up for different Verizon  
27 postpaid wireless service plans and Verizon device installment plans in the future. Plaintiffs  
28 want to be confident that the advertised and quoted price for Verizon's service plans is the true

1 and full price for the services (i.e., that it includes all applicable discretionary monthly service  
2 charges such as the Administrative Charge). And, if Verizon introduces any new or invented  
3 discretionary monthly service charge (like it did with the Administrative Charge), Plaintiffs  
4 want to be confident that Verizon will include the amount of that service charge in the  
5 advertised and quoted service plan price. Plaintiffs will be harmed if, in the future, they are left  
6 to guess as to whether Verizon's representations are accurate and whether there are omissions  
7 of material facts regarding the wireless service plans being advertised and represented to them.

8         566. Monetary damages are not an adequate remedy at law for *future* harm for the  
9 following reasons. First, damages are not an adequate remedy for future harm because they  
10 will not prevent Verizon from continuing its unlawful conduct. Second, damages for future  
11 harm cannot be calculated with certainty and thus cannot be awarded. For example, it is  
12 impossible to know: (1) how many wireless service lines Plaintiffs may want or need in the  
13 future for various wireless devices; (2) what Verizon's future per-line Administrative Charge  
14 will be (given that Verizon has increased the Administrative Charge three times since 2015,  
15 doubling it from \$0.95 to \$1.95 thus far); or (3) how many months Plaintiffs would continue to  
16 subscribe to Verizon but for the unlawful conduct. Because these factors are unknown,  
17 damages are impossible to calculate and cannot be awarded for future harm. Third, injunctive  
18 relief is necessary (and monetary damages do not provide a plain, adequate and complete  
19 remedy) because, without forward-looking injunctive relief enjoining the unlawful practices,  
20 the courts would be flooded with future lawsuits by the general public, the Class members, and  
21 the Plaintiffs for future violations of the law by Verizon.

22         567. Plaintiffs, on behalf of themselves and as private attorneys general, seek public  
23 injunctive relief under the UCL to protect the general public from Verizon's false advertising.  
24 Specifically, Plaintiffs seek a permanent public injunction against Verizon under the UCL as  
25 follows: (1) enjoin Verizon from falsely advertising the prices of its wireless service plans to  
26 members of the general public; (2) enjoin Verizon from advertising or quoting a wireless  
27 service plan price to members of the general public if that price does not include applicable  
28 discretionary monthly service fees or charges such as the Administrative Charge; and (3) enjoin



1 Verizon from representing or stating to members of the public that the Administrative Charge is  
2 a tax, a charge imposed to recover costs billed to Verizon by the government, a pass-through  
3 government cost, a government or regulatory fee, or a charge over which Verizon has no  
4 control.

5 568. Plaintiffs seek an order granting restitution to Plaintiffs and Class members in an  
6 amount to be proven at trial. Plaintiffs further seek an award of attorneys' fees and costs under  
7 Cal. Code Civ. Proc. § 1021.5.

8  
9 **COUNT IV**

10 **Breach of the Implied Covenant of Good Faith and Fair Dealing**

11 569. Plaintiffs reallege and incorporate by reference Paragraphs 1 through 510,  
12 inclusive, as though alleged in full in this Count.

13 570. Plaintiffs allege this cause of action in the alternative.

14 571. To the extent any applicable contract could be read as granting Verizon  
15 discretion to impose and/or increase the Administrative Charge—which Plaintiffs do not  
16 concede—that discretion is not unlimited, but rather is limited by the covenant of good faith  
17 and fair dealing implied in every contract by California law.

18 572. Verizon has violated the covenant of good faith and fair dealing by its conduct  
19 alleged herein.

20 573. Verizon has abused any discretion it purportedly had under any applicable  
21 contract to impose or increase the Administrative Charge. For example:

22 a. Verizon imposed and has increased the Administrative Charge as a  
23 covert way to increase customers' monthly rates without having to advertise such higher rates;

24 b. Verizon has increased the Administrative Charge to covertly and  
25 improperly squeeze additional cash from existing subscribers at Verizon's desire;

26 c. Verizon omits the Administrative Charge and its amount from the mailed  
27 paper version of the bill; and

28 d. On the full PDF version of the bill (which is only available online),  
Verizon lists the Administrative Charge next to actual government costs and falsely describes

1 the Administrative Charge as a surcharge imposed to cover costs billed to Verizon by the  
2 government.

3 574. Verizon meanwhile utilizes the activation fee, restocking fee, early termination  
4 fee, and installment balloon payment as ways to penalize and discourage customers from freely  
5 cancelling their services if they learn that Verizon has charged them more than promised for its  
6 services via imposition of, and/or increases to, the Administrative Charge. And Verizon's  
7 policies (including the cancellation/return periods and how they relate to the timing of the  
8 billing statements) are deliberately and knowingly designed by Verizon to lock customers in if  
9 and when they deduce that they are being charged more per month than promised.

10 575. Verizon's imposition and increasing of the Administrative Charges defied  
11 customers' reasonable expectations, was objectively unreasonable, and frustrated the basic  
12 terms of the parties' agreement. Verizon's conduct and actions alleged herein were done in bad  
13 faith.

14 576. Verizon's conduct described herein has had the effect, and the purpose, of  
15 denying Plaintiffs and Class members the full benefit of their bargains with Verizon.

16 577. Plaintiffs and the Class members have performed all, or substantially all, of the  
17 obligations imposed on them under any applicable agreements with Verizon. There is no  
18 legitimate excuse or defense for Verizon's conduct.

19 578. Any attempts by Verizon to defend its overcharging through reliance on  
20 supposed contractual provisions will be without merit. Any such provisions are either  
21 inapplicable or are unenforceable because they are void, illusory, lacking in mutuality, are  
22 invalid exculpatory clauses, violate public policy, are procedurally and substantively  
23 unconscionable, and are unenforceable in light of the deceptive and hidden nature of Verizon's  
24 misconduct, among other reasons. Any such provisions, if any, would not excuse Verizon's  
25 abuses of discretion or otherwise preclude Plaintiffs and the Class from recovering for breaches  
26 of the covenant of good faith and fair dealing.

27 579. Plaintiffs and members of the Class sustained damages as a result of Verizon's  
28 breaches of the covenant of good faith and fair dealing. Plaintiffs seek damages in the amount

1 of the Administrative Charges paid by Plaintiffs and the Class members.

2 **PRAYER FOR RELIEF**

3 **Public Injunctive Relief:**

4 A. In order to prevent injury to the general public, Plaintiffs individually, and as  
5 private attorneys general, request that the Court enter a public injunction against Verizon under  
6 the CLRA, FAL, and UCL as follows:

7 1. Permanently enjoin Verizon from falsely advertising the prices of its  
8 wireless service plans to members of the general public;

9 2. Permanently enjoin Verizon from advertising or quoting a wireless  
10 service plan price to members of the general public if that price does not include applicable  
11 discretionary monthly service fees or charges such as the Administrative Charge;

12 3. Permanently enjoin Verizon, including Verizon's sales and customer  
13 service agents, from representing or stating to members of the general public that the  
14 Administrative Charge is any of the following: (a) a tax; (b) a charge imposed to recover costs  
15 billed to Verizon by federal, state or local governments; (c) a pass-through government cost;  
16 (d) a government or regulatory fee; or (e) a charge over which Verizon has no control; and

17 4. Retain jurisdiction to monitor Verizon's compliance with the permanent  
18 public injunctive relief requested hereinabove.

19 **Individual And Class Relief:**

20 B. On behalf of themselves and the proposed Class, Plaintiffs request that the Court  
21 order relief and enter judgment against Verizon as follows:

22 1. Declare this action to be a proper class action, certify the proposed Class,  
23 and appoint Plaintiffs and their counsel to represent the Class;

24 2. Order that the discovery rule applies to extend any applicable limitations  
25 period (and the corresponding class period) to the date on which Verizon first began charging  
26 the Administrative Charge (which, based on the investigation of Plaintiffs' counsel, is  
27 September 2005);

28 3. Order disgorgement and/or restitution, including, without limitation,

1 disgorgement of all revenues, profits and/or unjust enrichment that Verizon obtained, directly  
2 or indirectly, from Plaintiffs and the Class members as a result of the unlawful conduct alleged  
3 herein;

4                   4.       Order Verizon to pay damages to Plaintiffs and the Class in the amount  
5 they paid in Administrative Charges;

6                   5.       Order Verizon to pay punitive or exemplary damages to Plaintiffs and  
7 the Class members in an amount according to proof;

8                   6.       Order the following Private Injunctive Relief:

9                   a.       Order Verizon to adequately and accurately disclose to its  
10 subscribers the existence of the Administrative Charge, its true nature or basis, and its amount,  
11 including on all of Verizon's customer bills;

12                   b.       Permanently enjoin Verizon from misrepresenting the nature of  
13 the Administrative Charge on its customer bills, including by: (a) stating it is a surcharge  
14 imposed to "cover the costs that are billed to us by federal, state or local governments"; (b)  
15 grouping the Administrative Charge on the bill together with actual government costs or taxes  
16 billed to Verizon; and (c) failing to include the Administrative Charge or its amount in the  
17 "Monthly charges and credits" section of the bill; and

18                   7.       Retain jurisdiction to monitor Verizon's compliance with the permanent  
19 private injunctive relief requested hereinabove (Prayer, ¶ B(6)).

20 **Other Relief:**

21                   C.       On behalf of themselves and the proposed Class, and in their capacities as  
22 private attorneys general, Plaintiffs request that the Court order relief as follows:

23                   1.       Order Verizon to pay attorneys' fees, costs, and pre-judgment and post-  
24 judgment interest to the extent allowed by law; and

25                   2.       Grant such other relief as this Court deems just and proper.  
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DATED this 20<sup>th</sup> day of July, 2022.

HATTIS &amp; LUKACS

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